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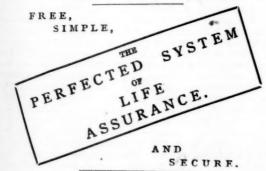
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VOL. XLIX., No. 41.

#### The Solicitors' Journal.

LONDON, AUGUST 12, 1905.

• The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be au enticated by the name of the writer,

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# Current Topics.

The Long Vacation.

It will be seen from the vacation notice, which we print elsewhere, that Mr. Justice A. T. LAWRENCE will sit as Vacation Judge up to the 16th of September, and that the sittings in court will be held at 11 o'clock on each Wednesday, commencing on Wednesday next. The vacation chambers will be those of Kekewich and Joyce, JJ.

Parliamentary Agency.

New RULES relating to parliamentary agents have been made, one of which (rule 13) prohibits any such agent from giving any commission or gratuity to any person in respect of his employment as a parliamentary agent; and the House of Lords last week resolved that "until further order, the rules respecting parliamentary agency (laid before the House on Tuesday last) be observed by the officers of the House and all parliamentary agents and solicitors engaged in prosecuting proceedings in the House of Lords upon any petition or Bill."

Land Registry Advertisements.

WE PRINT elsewhere a letter from a correspondent stating that the Land Registry send to landowners who have been obliged to register with a possessory title a specious pamphlet, setting forth the advantages of registration, we presume with an absolute title. "This pamphlet," says our correspondent, "is so framed as to cause a client to discount the opinion of his solicitor that the whole system is a gigantic failure." We had not, before the receipt of this letter, heard of this device, and in spite of our experience of the methods of the Land Registry, we cannot help experience of the methods of the Land Registry, we cannot help doubting whether there may not be some mistake as to the prevalence of the practice. The spectacle of a great Government department being reduced to "tout" for work in this way would be in the last degree humiliating, and we think that the Lord Chancellor might have something to say to it if it were really adopted. We shall be glad to hear from our readers whether any similar instances to those mentioned by our correspondent have come under their notice.

The Public Trustee Bill.

This ewe lamb of the Solicitor-General and Sir R. Reid has been slaughtered, but it is probably safe to predict that the next working session of Parliament will see another similar one

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presented. Let us hope that next time the lawyer members of Parliament will be a little more wide-awake during the early stages of its progress through the House of Commons. Meanwhile a somewhat analogous measure has been progressing through Parliament in the guise of a private Bill, which, among other provisions, proposed to confer on the Ocean Accident and Guarantee Corporation power to act as executors without having to take the oath required of executors that the office should be executed faithfully, that a true account should be rendered, and that the value of the estate should be declared, and also to act as administrators on giving their own bond for proper administration without finding two sureties for the bond as required under the present law in the case of administrators. believe we are correct in saying that a somewhat similar Bill, promoted some time ago by one of the legal guarantee societies, was barred from being proceeded with as a private Bill on the ground that the powers which were sought ought to be obtained by a public Bill. In the present case, on the order for considera-tion of the Bill, the same view was taken, and it was rejected by a majority of eighty-eight; among its keenest opponents being Sir Howard Vincent and the Solicitor-General, who was quite energetic in his denunciation of the House being for the first time asked to allow a company, for its own private gain, to exercise privileges which ought to be conferred, if at all, as part of the general law. It may be remarked that the Bill, if it passed, might remove a part of the herbage intended to be reserved for the ewe lamb aforesaid.

#### Covenants in Restraint of Trade.

THE DECISION Of KEREWICH, J., in Hooper & Ashby v. Willis (ante, p. 684) shews that, where a covenant in restraint of trade is void for being too extensive in point of space, it is by no means a matter of course to sever it and treat it as valid with respect to part of the areas mentioned. The general rule with regard to the severance of such a covenant was laid down by WILLES, J., in *Pickering v. Ilfracombe Railway Co.* (L. R. 3 C. P., p. 250): "Where you cannot sever the legal from the illegal part of a covenant, the contract is altogether void; but where you can sever them, whether the illegality be created by statute or by the common law, you may reject the bad part and retain the good." This principle was applied to a limitation in respect of space in *Price* v. *Green* (16 M. & W. 346), where the defendant had covenanted not to trade in the cities of London or Westminster, or within 600 miles of the same. The covenant was held in the Exchequer Chamber to be reasonable and enforceable as regards London and Westminster, though not as regards the 600 miles. The covenant itself shewed the mode in which it might be severed, and it was severed accordingly. Similarly in *Underwood* v. *Barker* (47 W. R. 347; 1899, 1 Ch. 300), where the restraint related to the United Kingdom and certain other specified countries, it was held that, if it was unreasonable as to the other countries, it could at any rate be enforced as to the United Kingdom. At first sight a similar result would seem to follow in Hooper & Ashby v. Willis (supra). The defendant had covenanted that he would not carry on a certain business within a radius of thirty miles from either the Town Hall at Bournemouth or the Bargate at Southampton. The defendant had never been employed at Southampton, and KEKEWICH, J., held that to extend the restriction to that town was unreasonable. He declined, however, to sever the two districts and to enforce the covenant within the thirty miles' radius from Bournemouth. One area only was included, and the covenant, therefore, was altogether unenforceable.

### The Effect of Boundaries in a Deed.

The decision of the Court of Appeal in Mellor v. Walmesley (53 W. R. 581; 1905, 1 Ch. 164) shews that a boundary specified in a conveyance may have an important effect in determining the rights of parties, even though, by reason of its being inconsistent with the rest of the description, it does not operate as defining the lands conveyed. By a deed dated in 1864 land adjoining the sea at Blundellsands in Lancashire was conveyed by a description which gave both the superficial and linear measurements, and also specified certain roads as boundaries on the east and north. On the west it was stated to

be bounded by the seashore, and the description also referred to a plan. The plan shewed a rectangular piece of land with the exact dimensions given in the parcels stated in figures upon it, and it also shewed a small strip, some 10 feet in width, intervening between the western side of the rectangular piece of land and a thick black wavy line beyond which the words sea coast" were written. After the date of the conveyance the sea gradually receded and ultimately left a quantity of land on the west side of the plot uncovered with water. It was argued for the defendants, who claimed under the grantor in the deed of 1864, that, notwithstanding the description of the premises conveyed as being bounded by the seashore, the in the grantor between the land conveyed and the seashore, and that the land since left by the sea was an accretion to this, so as to justify them in enclosing it. As to the extent of the premises comprised in the conveyance, the Court of Appeal (VAUGHAN WILLIAMS and STIRLING, L.J., ROMER, L.J., dissenting) acceded to this contention, and reversed the decision of SWINFEN EADY, J. (52 W. R. 665; 1904, 2 Ch. 525). The dimensions were part and parcel of the description of the land conveyed, and were not overridden by the reference to the seashore as the boundary. This reference, however, was not inoperative. The case is analogous to Espley v. Wilkes (L. R. 7 Ex. 298), where a reference on a plan to certain land as the size of a new street gave an implied right of way over the land Similarly here the reference to the land—on which a house was intended to be built—as being bounded by the seashore, operated as an implied covenant that the grantor would do nothing to prevent the grantees enjoying the land and houses as though the premises were in fact adjacent to the sea. Hence the defendants were not entitled to make any use of the intermediate land which would prevent the plaintiffs from having free and unrestricted passage between the house and the sea.

#### Cruelty to Animals.

EVERY right-minded person must look with disgust at any form of cruelty to animals, but it does not help the animals is the long run to push too far the Acts which have been passed for their protection. The recent decision of a Divisional Court in Thielbar v. Craigen will probably strike many as going much 100 far; for a conviction under the Act of 1849 for "causing" an animal to be ill-treated was upheld where the appellant had no intention whatever to hurt the animal The appellant was the proprietor of a show, part of which consisted of a performance by several lions and a pony. The performance seems to have been given some 3,000 or 4,000 times without any injury to the pony. On the occasion in question, however, one of the lions attacked and mauled the pony, and so injured it that it had to be destroyed. It was alleged that earlier in the performance this lion had shewn signs of malevolence towards the pony, and it was suggested that the appellant after this warning did not take proper steps to protect the animal. The court, in these circumstances, refused to interfere with the decision of the magistrates, and held that there was evidence to support a conviction. With all respect to the court, it is submitted that the decision is wrong. Many case shew that a guilty knowledge is an essential ingredient of the offence of cruelty to animals. Mere negligence is not sufficient It has never been suggested that a person can be convicted a cruelty for merely putting an animal in a position of danger where the animal unfortunately happens to be injured. If the were the law, a man who made his horse attempt to jump fence might be convicted of cruelty if the horse failed to clear to fence and got spiked. Now, no law forbids exhibitions of animal naturally antagonistic consorting together under the influence of training. Therefore, there is nothing unlawful in exhibiting lions and a pony performing together in the same cage. The pony is no doubt placed in a position of some danger, but it chances of being hurt in any particular performance are extreme small where it has given the performance without injury thousands of previous occasions. If, however, by some chance, things do go wrong, it is very hard to see the mens rea, even if there was some degree of negligence of the part of the person answerable for the show. The last thing the appellant degree of the person answerable for the show. the appellant desired was any injury to the pony. Apart for

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Children at Police-courts. THE REGULATIONS recently issued by the Home Secretary respecting the treatment of children charged at the metropolitan police-courts are a step, somewhat tardily taken, in the right direction. They provide that charges against children are to be

any higher considerations, injury to such a well-trained and valuable animal meant serious pecuniary loss. Under the Act of 1849, only domestic animals are protected, but the protection of the law is extended to wild animals in captivity by an Act of 1900. We have probably all seen, at some time or other, a humble exhibition in the street of a cat and mice agreeing together in a cage. The proprietor of such a show must now beware, for if his cat at any time loses her ordinary self-control and kills one of the mice, he may be convicted of "causing" unnecessary suffering to the little wild animal in captivity. Anyhow, his counsel may find it very difficult to distinguish his case from that of the owner of the pony in the recent case.

#### The Law of Conspiracy.

THE LAW of conspiracy is a powerful weapon, far reaching in is operation, and of great use in dealing with acts which are injurious to the public but difficult to deal with under any other law. Of course when two or more agree to commit a crime, and actually commit the crime, the conspiracy is merged in the crime, and the punishment of the guilty parties presents no legal difficulty. Intention in one person to commit crime is no offence, but when two or more agree to commit crime they are guilty of conspiracy, although they have done nothing in pursuance of their joint intention. But persons may also be convicted on indictment for conspiracy who agree to do something which is unlawful, although the doing of the unlawful thing by one person is not punishable as a crime. Thus it has been held indictable for persons to agree together to go to a theatre and hiss the performance, though each of them might have gratified his malice separately without being guilty of any punishable act. The recent case of Rex v. Brailsford and McCulloch (to which we have before referred) is a remarkable example of conspiracy. The defendants had joined in obtaining from the Foreign Office, by false pretences, a passport for the use of some person other than the person named in it, to enable that person to enter Russia. The defendants were convicted on an indictment for this conspiracy; and in arrest of judgment it was argued on their behalf that they had committed no indictable offence, and that the agreement to do the act was not indictable. Now, the act was one for which certainly no statute has provided any punishment, and for which no one has (it seems) ever been indicted. It appears clear, however, that to obtain a passport by false pretences, and so to enable a person to enter the territories of a friendly state who would not otherwise be permitted so to enter, is a mischievous act and an act prejudicial to the orderly government of this country. It may possibly lead to very serious mischief in the foreign country, and, therefore, it gives good ground to the government of the foreign country to complain of negligence on the part of the government of this country. It is submitted, therefore, that the act is of itself a misdemeanour, and that one person who carried out the scheme by himself would be liable to be indicted for it. This point was, however, not decided by the court, who only had to decide whether the conviction for conspiracy was good. Now, whether the act is indictable or not, to cheat and deceive a great department of government is a serious wrong. And if persons who combined to commit such a wrong could snap their fingers at the law, the law would have to be strengthened. The High Court, however, held that the defendants were rightly convicted of conspiracy. The law, therefore, does not need strengthening in this particular direction, but is quite able to deal with this mischievous offence. New offences will constantly make their appearance, however comprehensive our statute law may be made. It is impossible to foresee and guard against all the possible devices of ingenious wrongdoers. Hence we see the great advantage to the public of this very elastic law of conspiracy, and the evil that might result from any attempt to limit it or to accurately define its scope. Judges of the present day may be safely trusted not to strain it unwisely.

# Electrified Locomotion. THE INTRODUCTION and use of electrical power on railways is greatly facilitated by the Railways (Electrical Power) Act, 1903. By this Act the Board of Trade may, on the application of a railway company, make orders for all or any of the eight purposes set forth in the Act, including authorization of the company to subscribe to any electrical undertaking which will facilitate the supply of electricity to the company, and for securing the safety of the public. An order under the Act has effect as

of Children Act, 1903.

the sarety of the public. An order under the Act has effect as if enacted by Parliament, and before making it, the Board must be satisfied that public notice of the application for the order has been given, and must consider any objections made by the council of any local authority or any other person, and give to any objectors an opportunity of being heard; and "if after consideration the Board decide that the objection should be unsheld the Board shall not decide that the objection should be upheld, the Board shall not make the order or shall modify the order so as to remove the objection." The late Sir Frederick Branwell, in a paper read at the Jubilee Meeting of the British Association at York in 1881, predicted that in fifty years' time the steam engine as a motor would only be spoken of "in the character of a curiosity to be found in a museum." Sir Franceick himself had offered, and the Council of the British Association had accepted, the sum of £50 for investment in 2½ per cent. self-accumulative Consols, the resulting sum to be paid as an honorarium to a gentleman to be selected in 1931 by the council to prepare a

paper having Sir FREDERICK's utterances in 1881 as a text, and

dealing with the whole question of the prime movers of 1931.

The Vice-Chancellorship of the Duchy of Lancuster—which has been vacant since June last, whose duties Mr. Hopkinson, K.C., the Principal of Owens College, Manchester, is temporarily discharging pending the filling of a permanent appointment—is, says the Westminster Gazette, in the gift, not of the Crown, but of the Chancellor of the Duchy, and may be held by a member of the House of Commons without vacating his seat on appointment or submitting himself for re-election to his constituents. The Vice-Chancellorship of the Duchy has been held by two eminent lawyers, who eventually were promoted to the Woolsack—Sir William Page Wood (Lord Chancellor Hatherley) and Sir Richard Bethell (Lord Chancellor Westbury). Sir Richard Bethell, indeed, sat in the House of Commons as member for Aylesbury while holding the Vice-Chancellorship of the Duchy.

A curious anomaly of motor-car law has, says the Daily Graphic, been pointed out by Mr. Justice Kennedy in a case in which the occupants of an unlighted cart sought damages from an automobilist whose car ran into them from behind. Motor-cars, which are rarely overtaken, are required to shew a red light at the rear, but there is no statute law to compel horse-drawn vehicles to shew any light at all, either in front or behind; while the slower they are, and therefore the more likely to be overtaken, the less inclined are county councils to require them to conform to lights bye-laws. The standing obstacle to a much-needed universal lights enactment is the opposition of the agricultural interests; yet it is the farmer's wagon, slow-moving, oftener than not on the wrong side of the road, and entirely lightless, that is the chief source of danger to other road-users by night.

disposed of at the beginning of the day. Cases which involve the presence of children in court, such as offences under the Education Acts, are to be taken at fixed times, so far as practicable, apart from other business. Prior to the hearing of their cases, children in custody are to be in a room by themselves separate from the other prisoners, and may not remain in court while other cases are being tried. Instead of being put in the dock, the child is to be placed at the side or in front of it. During the hearing of a child's case no adult prisoner, unless concerned in the same charge, is to be permitted in court. It is understood that a similar circular will shortly be issued to courts of petty sessions. Arrangements of the same kind have already been made by the magistrates of several large towns, and in others these humane considerations have been carried further by the provision of children's courts. In Greenock offences by children have been dealt with by co-operation between the magistrates and school board authorities, so that a court has been constituted without precise legal status, but with sufficient authority to have the de ired moral effect upon the children. The circular of the Home Secretary has been issued at an opportune time to secure that the proposed arrangements shall be in smooth working order before there is a large accession to the number of cases concerning children by the active enforcement of the Employment

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### The Re-issue of Debentures.

THE Court of Appeal have affirmed (as reported elsewhere) the decision of Kekewich, J., in Re Tasker & Sons (Limited) (53 W. R. 247; 1905, 1 Ch. 283), and in future, in taking a transfer of debentures, it will be necessary to guard against the possibility of the company having made an intermediate use of them as security for a temporary advance, so that upon repayment of the advance the debentures are finally discharged. The primary object, of course, of the issue of debentures is to enable the company to borrow the full face value. In this case they represent the sole security for the loan, and it is repayable only in accordance with the terms of the debentures. But frequently a company which has not been able to issue its debentures in this way uses them as collateral security for a loan distinct from the loan stated in the debentures, and then the face value of the debentures will usually exceed the amount of the loan which they are intended to secure. Thus debentures for £1,000 payable at the end of ten years may be issued as collateral security for a loan of £500 which is to be repaid on demand or at the end of six months. Upon default being made, the lender can sell the debentures and repay himself out of the proceeds, accounting for the surplus to the company, and the transferee of the debentures will be able in due course to claim payment of the full amount. The validity of such an issue of the debentures was recognized by the Court of Appeal in  $R\theta$ Regent's Canal Ironworks Co. (24 W. R. 687, 3 Ch. D. 43).

So long as the debentures thus issued as security for a debt other than the debenture debt are outstanding they constitute a good security against the company, and they are entitled to rank pari passu with other debentures of the same series which have been issued in the ordinary way. But there are probably many cases in which they have first been issued as security for a temporary advance, and then, upon the advance being paid off, have been again issued by the company. If the debentures were, upon payment of the temporary advance, retransferred to the company, then, as was held by Buckley, J., in Re George Routledge & Sons (Limited) (53 W. R. 44; 1904, 2 Ch. 474), the debenture debt is extinguished. There is nothing left for the debenture to secure, and it is consequently ineffectual for the protection of a new holder. "The result," said the learned judge, "is that the debt is absolutely gone; a man cannot be the assignee of his own debt and a mortgagee of property of which he is also mortgagor. And, inasmuch as the debt is gone, the security is also gone." But in Re Tasker & Sons (Limited) (supra) there had been no transfer of the debentures to the company, and it was sought upon this ground to avoid the result at which BUCKLEY, J., arrived in the earlier case.

In Re Tasker the company, in February, 1896, executed a trust deed for securing an issue of first mortgage debentures for £35,000. The debentures were to be issued in sums of £20, £50, and £100 each, and the indorsed conditions provided in the usual way that they were to rank pari passu as a first charge upon the premises subject to the security, and that the principal moneys and interest would be paid to the registered holder without regard to equities between the company and intermediate holders. Apparently the whole of the £35,000 debentures were issued, but to the extent of £1,400 they were in the first instance issued to one Herbert to secure a temporary loan of £700, and to the extent of £2,000 they were issued to one Ashby to secure a like loan of £1,000. These loans were paid off, and HERBERT and Ashby handed back the debentures to the company with executed forms of transfer, the names of the transferees and other details being left blank. Subsequently the company received applications for debentures, and part of the debentures so handed back were issued to the applicants, received applications for debentures, who paid to the company the full face value. At the same time the company filled in the blank transfers with the At the same names of the applicants, and the number and distinctive numbers of the debentures about to be re-issued, and, on the execution of the transfers by the applicants, registered them as the holders of the debentures. Other debentures which had been issued to Asher and handed back by him had been deposited with fresh lenders, but the transfer of them from Ashby to the depositees had not been completed. A debenture-holders' action was

commenced for the purpose of realizing the security, and in this it was contended by debenture-holders who had originally taken debentures in the ordinary course that the debentures handed back by Herrer and Ashrv had been discharged and could not be re-issued so as again to rank pari passu with the remaining debentures.

remaining debentures.

Both Кекеwich, J., and the Court of Appeal have held that this contention is correct, and the holders of the re-issued debentures lose the benefit of their security upon ground which may perhaps be described as purely technical. The case has been treated as identical with that of an ordinary mortgagor of land, who, as is well known, is debarred, after he has paid of a first mortgage, from afterwards setting this up in his own favour as against subsequent incumbrancers. "The general favour as against subsequent incumbrancers. principle," said Lord CRANWORTH, C., "that a mortgagor cannot set up against his own incumbrancer any other incumbrance created by himself, is a proposition that I think has never been controverted." And he referred to the case before him as being "to all intents and purposes that of a mortgagor liable to pay a sum of money to his first incumbrancer, paying it and getting a transfer; but that transfer is something which upon general principle he cannot set up against a creditor claiming by a title subsequent to that of the person whose charge he has so paid off; he pays it off for the benefit of the inheritance, and all persons who are entitled to any portion of the inheritance under him are also entitled to the benefit of

his having liquidated a demand prior to their title."

This passage speaks of an incumbrancer claiming by title subsequent to that of the mortgagee whose mortgage is paid of, and in the case of debentures of the same series the debentures. in whatever order they are actually issued, rank pari passu against the property charged. But in the view of STIRLING, L.J., this circumstance made no difference in the application of the principle. He could see, he observed, no distinction between the position of a subsequent creditor, such as was spoken of by Lord CRANWORTH, and that of one who ranks pari passu with the incumbrancer paid off. Hence it followed in the present case that, upon the company paying off the temporary advances made by Herbert and Ashby, the debentures which secured those advances were discharged, and the other debenture-holders had their security to this extent improved. The paid debentures no longer formed a pari passu charge against the property. The company might, indeed, be estopped from denying the validity of the debentures as against the registered holders, but this would be an estoppel affecting only the company, and not the remaining debenture-holders: Mowatt v. Castle Stell and Ironworks Co. (34 Ch. D. 58). And with this result Cozens-Hardy, L.J., agreed. He treated the issue of the debentures as security for a temporary loan as being on the same footing with an ordinary issue. It was not material, as said, that the debentures were issued as so-called "collateral security" for loans of lesser amount than the face value of the debentures. The debentures were redeemed when the loans were paid off, and the redemption involved precisely the same consequences as if the debentures had been redeemed by payment off of the amount due on the debentures themselves. was that the instant the debentures were redeemed by the company the redemption enured for the benefit of all persons entitled to the benefit of the pari passu charge. VAUGHAN WILLIAMS, L.J., concurred in these judgments, and added nothing of his own.

The reasoning is forceful, but the result is unsatisfactory—not to use a stronger word—and it is not clear that it was necessary. The debts which the company paid off were not the debts secured by the debentures as such, and the debentures were only redeemed in the sense that they came once more under the power of the company. It is, of course, possible for debentures to be issued at a discount, and then, in return for a sum lower than their face value, they become the absolute property of the holder; and when they are realized he is entitled to receive and to retain the full face value. But that was not the transaction in the present case. There had been no complete issue of debentures in the sense that the company had made themselves liable for the full face value. They had incurred a debt—debt A—which was different from the debt stated in the debentures—debt B—and unless default was made in payment of debt A they never would become liable in respect of debt B.

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Why should it not have been held that the discharge of debt A left the company at liberty to deal with debt B as it pleased—at liberty, that is, to make a fresh use of the debentures? Cozens-HARDY, L.J., suggested that this might infringe the rights of the revenue authorities. But when once the debentures are properly stamped, their use as collateral security for a temporary loan is within the meaning of section 23 (2) of the Stamp Act, 1891, if not within its letter, and there should be no further stamp duty required than a sixpenny stamp on the agreement for the loan which the debentures are deposited to cover. As far as the other debenture-holders are concerned, the principle of Otter v. Lord Vaux (supra) seems to present no insuperable difficulty. They lend their money upon the footing that the whole series of debentures are to be issued in the ordinary course, and they are not prejudiced by a temporary dealing with the debentures out of the ordinary course. However, the technical argument has prevailed, and it must

now be recognized that any debenture offered for transfer may be invalid by reason of some intermediate dealing with it by the company which has involved its extinction. This, we presume, means that, with the debenture, there must be produced an abstract of the registered title, shewing by whom payment has been made on the occasion of each transfer. If there has been a payment by the company, the title to the debenture will be bad. At the same time, the decision does not seem to render impracticable an agreement for a temporary advance to a company on its debentures. When a permanent issue has been arranged, the amount of the debentures will be paid to the temporary holders, who will account for it to the company, and the debentures will be transferred by them to the permanent

### Reviews.

Solicitors' Liens.

THE LAW AND PRACTICE RELATING TO SOLICITORS' LIENS AND CHARGING ORDERS. WITH AN APPENDIX OF FORMS AND TABLES OF COSTS. By FREDERICK WALTON ATKINSON, LL.D. (Lond.), Solicitor of the Supreme Court. Sweet & Maxwell (Limited).

Solicitor of the Supreme Court. Sweet & Maxwell (Limited).

Mr. Atkinson divides the subject of his work into (1) lien on documents, (2) lien on funds, and (3) charging orders under the Solicitors Act, 1860, though for practical convenience he treats of these divisions in the reverse order. He observes that the law of solicitors' lien is comparatively modern, the earliest authority in favour of the lien on documents being in the reign of James II., and in favour of the lien on funds much later. But the lien recognized by the courts did not extend to real estate. This was decided by the House of Lords in Shaw v. Neale (6 H. L. C. 581), and in consequence section 28 of the Solicitors Act, 1860, was passed for the purpose of enabling the court to give a charge upon any property recovered or preserved. The lien thus created differs, however, from ordinary liens, in that by an express proviso to the section it is not allowed liens, in that by an express proviso to the section it is not allowed when the costs are statute-barred. Otherwise it strongly resembles the lien on funds, often known as a charging lien. Mr. Atkinson devotes a series of sections to the procedure for obtaining a charging order and the grounds on which it may be resisted. The lien on funds form the subject of chapter 2, and is treated in similar detail. It has been defined as a claim to the equitable in similar detail. It has been defined as a claim to the equitable interference of the court to have a judgment obtained by a solicitor held as a security for his costs, and it is an active lien in the sense that the solicitor can enforce it by obtaining payment of the fruits of the judgment to himself. On the other hand, it is a special lien, and can be made available only to recover the costs of the proceedings of which the judgment is the fruit. Of more importance, perhaps, is the lien on documents discussed in Chapter III., which is a right to hold all a client's papers as a security for general costs, though testamentary papers are an exception. The operation of the various liens is frequently complicated by the occurrence of bankruptcy or winding up, or by the intervention of the claims of cestus que trusts, and these and other special circumstances are considered. A chapter is devoted to the relations of town agent, country solicitor, and lay client, and the author has been able

## Correspondence.

Commissioners for Oaths.

[To the Editor of the Solicitors' Journal.]

[To the Editor of the Solicitors' Journal.]

Sir,—I have been in communication with the Law Society on the subject of the practice of some commissioners for oaths, of habitually accepting less than the prescribed fee, and the Council inform me that they are prepared to take proceedings with a view to the revocation of the commissions of those so acting.

In order that the profession may be aware that this line of conduct is an unauthorized one, I have given notice of my intention to move at the next meeting of the society the following resolution: "That this society condemns the practice of some commissioners for oaths in accepting less than the authorized fees, and desires the Council to make known in its monthly circular the fact that such conduct entails the risk of revocation of the commission."

FRED ARMITAGE.

Monument Station-buildings, King William-street, Aug. 8.

### The Land Registry.

[To the Editor of the Solicitors' Journal.]

Sir,—The Land Registry send out to our unfortunate clients who have been forced on to the registry pamphlets setting forth in glowing language the many advantages of compulsory registration as seen through official eyes. It is a most specious and misleading document, and is so framed as to cause a client to discount the opinion of his solicitor that the whole system is a gigantic failure, and only continued because of the enormous present and potential patronse it processes. patronage it possesses.

I suggest that our society should supply to solicitors copies of any of the essays of Mr. Rubenstein, and of its own excellent and most enlightening pamphlet on officialism, and that these should be sent out to clients who have been favoured with the official view, as

an antidote and corrective.

Let clients appreciate the following facts: (1) That all inquiry into the system is burked; (2) that it is condemned by bankers, building societies, and all intelligent laymen who have had experience of its working; and (3) that the present registrar, in his unofficial days,

was antagonistic to it.

We should soon see the last days of compulsory registration if such a course were adopted.

Aug. 3.

[See observations under heading "Current Topics,"-ED. S.J.]

### Registration of Title.

[To the Editor of the Solicitors' Journal.]

Sir,—I have only recently seen "H. A.'s" letter published in your issue of the 15th ult. I do not think section 20 can by any possibility affect the transaction, but it would seem that W.'s title would be defective (or defective in a sense) by the omission to take and register a transfer from M. of the land. A subsequent purchaser would be entitled to ask for this under section 16 (2) of the 1897 Act.

W. J. BLOOMFIELD HOWE.

22, Chancery-lane, London, Aug. 7.

The death is announced of Mr. Alexander Asher, M.P. He began I fe as clerk to a firm of Writers to the Signet in Scotland, became an advocate in 1861, and in 1881 he became Solicitor-General for Scotland, and was created a Queen's Counsel; and in 1886 and 1892 he held the same office. He was leading counsel for the United Free Church in the litigation which terminated in August, 1904; and it was understood, says the Times, that he was one of the counsel who advised the union which was consummated in 1900. Among the highest of his forensic efforts was his address to the jury on behalf of the Crown against Monson; and among other notable efforts were his address in defence of one of the City of Glasgow Bank directors, at the trial in the High Court in 1879, and the argument delivered by him as counsel for the pursuers in the first division a few years ago in what was known as the "Brooks Millions" action, which was understood to have been brought on his advice.

The operation of the various liens is frequently complicated by the occurrence of bankruptcy or winding up, or by the intervention of the claims of cestui que trusts, and these and other special circumstances are considered. A chapter is devoted to the relations of town agent, country solicitor, and lay client, and the author has been able to note the recent decision in Re Jones & Roberts (now reported 1905, 2 Ch. 219). The book is an adequate and clearly written exposition of a subject of much practical importance.

Books of the Week.

The Law Magazine and Review: A Quarterly Review of Jurisprudence, being the Combined Law Magazine Founded in 1828 and the Law Review Founded in 1884. August, 1905. Jordan & Sons (Limited).

### Cases of the Week. Court of Appeal.

Ro TASKER & SONS (LIM.). HOARE v. TASKER & SONS (LIM.).
No. 2. 21st, 22nd, 23rd, and 24th June; 5th August.

COMPANY — DEBENTURE — ISSUE AS SECURITY FOR LOAN—DEBENTURES
RETURNED TO COMPANY WITH BLANK TRANSFER ON REPAYMENT—
REGISTERED OWNER—SUBSEQUENT TRANSFER TO PURCHASER FOR VALUE—

This was an appeal against the decision of Kekewich, J. (reported 53 W. R. 247; 1905, 1 Ch. 283), upon the further consideration of a debenture-holder's action. In 1899 the defendant company, having power to issue first mortgage debentures up to £35,000, part only of which had been issued, and being in want of money, borrowed money from two gentlemen, named Ashby and Herbert, and issued to the lenders debentures to twice the amount of their respective loans. The company paid off parts of these loans from time to time, and upon each occasion received back from the lender debentures of twice the value of the mouey so paid, and also, by request of the company, a transfer of those debentures executed by the lender in blank. From time to time the company received applications for new debentures. Whenever such an application was received, the company, on payment of the amount secured by the debentures, handed the debentures to the applicant, together with the transfers in respect therefor, with filed in by the company. In other cases the company deposited the debentures as security with persons who had made advances, but without the transfers. All the holders of these debentures were set out in the second schedule, parts 1, 2, 3, and 4 of the master's certificate, and their claim to be debenture-holders was adjourned into court. The question was, whether the transaction above mentioned was in effect a transfer of the debentures, or whether it was a new issue of debentures which had been discharged. The debentures as originally issued were secured by a trust deed, and it was provided by the conditions that all the debentures of the series should rank pari passu as a first charge on the property and undertaking of the company, and that the company should not be at liberty to create any mortgage or charge upon its undertaking in priority to or pori passa with those debentures. It was contended on behalf of the plaintiff in the debenture-holders' action and of other debenture-holders specified in the first schedule to the certificate, as to whose rights there was no question, that the persons mentioned in the second schedule were not entitled to the benefits of the trust deed. Kekewich, J., said that the question was of some importance to those interested in the issue of debentures, and he thought it was a completely new question. The debentures specified in the second schedule might be perfectly good as against the company, but the question was whether they were entitled to rank pari passa with the debentures specified in the first schedule. His lordship came to the conclusion that when the repayment was made the debt was gone, and that when the company borrowed further money whether by depositing the debentures as collateral securities or by issuing them in the ordinary way they really issued new debentures Consequently the only persons entitled to rank as holders of the issue of debentures for £35,000 were those mentioned in the first schedule. Some of the persons mentioned in the second schedule appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.)

THE COURT (VACGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., was of opinion that the judgment of Kekewich, J., ought to be affirmed. The same point appeared to have been already decided by Buckley, J., in Rs George Routledge & Sons (Limited) (1904, 2 Ch. 474). He (the Lord Justice) had read the judgments of Stirling and Cozens-Hardy, L.J.J., in the present case, and it was sufficient for him to say that the conclusion at which he had arrived was fortified by the reasoning contained in those judgments.

the reasoning contained in those judgments.

STIBLING, L.J.—The question to be decided is whether these transferees from Asby and Herbert are entitled to rank part passes with those deben-ture-holders to whom debentures were at once issued for the full nominal value. It was not disputed that if no repayment had been made to Ashby and Herbert, and the debentures had remained in their hands, they would have been entitled to prove in the action and to receive dividends on the full amount of the debentures in their hands pari passes with the other debenture-holders until they received in full the principal and interest due to them. This right was established by the Court of Appeal in Ro Regent's Canal Ironacocks Co. (24 W. R. 687; 3 Ch. D. 43). It was there decided that a company may issue or deposit debentures by way of collateral security for money lent, and that the holders of other debentures of the same issue have no equity to prevent such a bargain from being carried into effect.

That case, however, does not govern the present, because there the holders of the debentures were in substance (though not formally) the original holders for value, standing in the position of Ashby and Herbert in the present case, and not in the position of the transferees from them. It is settled law that a mortgagor who pays off an incumbrance created by settled law that a mortgagor who pays off an incumbrance created by himself on real estate cannot set it up against a subsequent incumbrancer: otter v. Lord Vaux (5 W. R. 188, 2 K. & J. 650, 6 D. M. & G. 623). On principle I can see no distinction between the position of such a creditor and that of one who ranks pari pass with the incumbrances paid off. This being so, it seems to me that, even if the company could keep alive the debentures handed over by Ashby and Herbert when they were paid off, and had effectually done so—points which are of considerable, but perhaps not of insuperable, difficulty—still the company could not set up those debentures against the holders of the other debentures. Further, I think that the transferees who dealt with the company and not with Ashby or Herbert are in no bette position. In the first place, it seems to

me that, in the circumstances of this case, the transfers could only confer a legal title by way of assignment under the provisions of section 25, sub-section 6, of the Judicature Act, 1873; and that title would be "subject to all equities which would have been entitled to priority over the right of the assignee in case the Act had not been passed," and consequently subject to the equities of the other debenture-holders. It may be that the holders acquired a title by estoppel against the company; but this estoppel would not bind the other debenture-holders: see Mosait v. Castle Steel and Ironscorks Co. (34 Ch. D. 58). Again, condition 9, which provides that "the principal moneys and interest hereby secured will be paid without regard to any equities between the company and any intermediate holder," does not appear to meet the present case. That clause is indeed sufficient to prevent the company from availing itself of any equity to which it was entitled against an intermediate holder (see M Blakeley Ordnancs Co., 16 W. R. 188, 3 Ch. App. 154); but the equity here set up is not that of the company, but of the other debenture-holders, who in my opinion, could only be excluded from setting up their equity by clear language, as, for example, by words expressly authorizing to me that, in the circumstances of this case, the transfers could only confer in my opinion, could only be excluded from setting up their equity by clear language, as, for example, by words expressly authorizing the company to re-issue debentures which had been paid off. I was at one time impressed with the distinction sought to be drawn in argument between redemption under the conditions of the debentures and payment off by virtue of the stipulation contained in a collateral contract; but the rule stated in Otter v. Lord Vaux appears to me to be independent of any such considerations. It would apply, for example, when the payment off was the result of a bargain voluntarily entered into between mortgage and mortgage before the time for redemption of the mortgage had arrived. For these reasons I feel constrained to come to the conclusion that the appeal fails. I much regret the result, for it is not suggested that there has been any want of good faith in the transactions which have given rise to the question; and the present holders (who, as I understand, were ignorant of the facts) may well be excused if they failed to detect the possible infilmity of the title which they accepted.

Cozens-Hardy, L.J.—In the course of the arguments on this appeal

Cozens-Hardy, L.J.—In the course of the arguments on this appeal many important and difficult questions have been raised. But, in the view which I take, it is not necessary for our decision that a positive answer should be given to all of these questions. I propose, therefore, to deal very briefly with several of them. It has been argued that a company which has once issued debentures to the full authorized amount may nevertheless re-issue debentures which have been paid off, although there is no express re-issue debentures which have been paid off, although there is no express power reserved so to do. As at present advised, I think a company cannot under such circumstances re-issue. The re-issue is in substance the creation of a fresh charge. The extinguishment of the old charge must enure for the benefit of the persons entitled to pari passu charges: Frazer v. Jone (6 Hare 475, 481). But it suffices in the present case to say that the company did not profess to re-issue, and that the appellants must succeed or fail as transferees of issued debentures. I will only add that in any case in which a company re-issues debentures the claims of the revenue are the sum of the revenue are the sum of the revenue and the sum of the revenue are the sum of the sum of the revenue are the sum of the in which a company re-issues debentures the claims of the revenue authorities will demand consideration. Again, it was argued that a company, by registering a transfer of a debenture, is estopped from denying it existence and validity. But this will not suffice for the appellants, for assuming, without deciding, that they have a good title by estoppel against the company, the respondents, who are registered holders of the admittedly valid debentures, are in no way estopped from disputing the validity of the debentures registered in the names of the appellants. Movatt v. Castle Steel and Ironworks Co. is a clear authority against any such contention. It is necessary therefore to consider whether, as against the respondents, the appellants can establish a right to rank as transferees and holders of debentures of the first issue. It seems to me that the redemption of the debentures by payment off of the loans must involve precisely the same consequences as if the debentures had been redeemed by payment off of the amount due on the debentures themselves. In either case the debentures were spent; nothing was due under or in respect of them. But it is argued that they were kept alive, though in a state of suspended animation, and were capable of transfers. though in a state of suspended animation, and were capable of transfer at the dates when they were transferred to the appellants. It is well established that, if a limited owner, such as a tenant for life, pays off a charge on the inheritance, there is a presumption that he does not make a present of it to the owners of the inheritance. So long as he lives, he is the person whose duty it is to keep down and whose right it is to receive the interest. But on his death his executors are entitled to a the person whose duty it is to keep down and whose right it is receive the interest. But on his death his executors are entitled to a charge on the inheritance, with interest from his death. The charge extends beyond the life estate, and no question of merger or extinguishment arises: Morley v. Morley (4 W. R. 75, 5 De G. M. & G. 620). The presumption is different where the party paying off the incumbrance is entitled to the inheritance—where he is absolutely entitled to the fee simple. The presumption in favour of extinguishment, where the incumbrance is paid off by the owner of the inheritance, does not arise or may be rebutted under certain circumstances. In Thoms v. Cann (1895, A. C. 18) and in The Liquidation Estates Parchase O. (Limited) v. Willoughby (46 W. R. 589; 1898, A. C. 321), the doctrine of keeping alive is limited to an owner who is not personally liable to pay; and, so far as I am aware, there is no authority for extending it to so owner who is simply paying off his own debt. It is not easy to see how it can be to his interest to keep slive his own debt, which he cannot set up against his own subsequent or part passes incumbrancers. Nor is it easy to against his own subsequent or pari passe incumbrancers. Nor is it easy is follow the argument that a debtor who has paid off his debt, and thus satisfies his legal obligation, can keep it, or the security for it, alive for his own purposes. Other v. Lord Vaux seems to me to indicate that this cannot be done. This, too, was the view of Buckley, J., in Rs George Routledge & Ses (Limited), though possibly his observations may be regarded only as design. (Limited), though possibly his observations may be regarded only as dieds.

If, therefore, it were necessary for the decision of the present case, I should be prepared to hold that the company could not keep alive their debt when once paid off. But, assuming, contrary to my present view, that it is

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1905. aly confer ection 25 would be ority over and conse It may be Mowatt v 9, which d will be any interelf of any r (see he quity here ders, who equity by I was at in argutures and contract; lependent the pay-between the mort-

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possible for an owner in fee to keep alive his own debt, I think it is clear that his intention must be unequivocally manuested at the time when the debt possible for an owner in fee to keep alive his own debt, I think it is clear that his intention must be unequivocally manuested at the time when the debt is paid off, and that the presumption of exinguishment cannot be rebutted by subsequent acts. In the present case there is no expressed intention at the time, and there is nothing which can be referred to as indicating intention at the time, unless it be the taking transfers in blank. But, in my opinion, that is not sufficient. An act of doubtful and equivocal import cannot rebut the legal presumption. Even a contemporaneous transfer of the charge to a trustee is not conclusive evidence against the presumption. The intention to keep alive must, in the language of Lord Langdale, not be "left as matter of implication and inference," but must be "clearly and unequivocally expressed": Hood v. Phillips (3 Beav. 513, 519). Nor can it be said that the company had any interest in keeping alive the debt and the security, for they could not in any way use it against their own incumbrancers. I think the debentures when redeemed must be considered as dead and gone for all purposes and as incapable of transfer. They were no longer part of the series, they were merely pieces of paper; and, that being so, the ninth condition has no application. The result is that the instant the debentures were redeemed by the company the redemption enured for the benefit of all persons entitled to the pari passe charge. The appellants cannot be in any better position than the company through whom they claim. Their title is subsequent in date to that of the respondents, and there being no question of legal estate, priority of date is the governing element. For these reasons I think the judgment of Kekewich, J., was correct, and that this appeal must be dismissed with costs.—Counsel, Younger, K.C., and Peterson', Ogden Lavenec, K.C., and Ashon Cross; Sheldon. Solicitors, Mackrell, Maton, § Co., for P. E. J. Talbot, Andover; Wood § Wootton; Ernest Bevir.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

#### BADISCHE ANILIN UND SODA FABRIK v. HICKSON. No. 2. 3rd August.

Letters Patent—Construction—Infilingement—"Vending"—English Sale—Delivery Abroad.

This was an appeal from a decision of Buckley, J., dismissing an action by the plaintiffs claiming damages against the defendant for an alleged infringement of certain letters patent for the manufacture of dyes belonging to the plaintiffs. The defendant, who was resident in Bradford, contracted with a firm of dyers in Bradford to sell them certain dyes which were manufactured under the plaintiffs patent, the delivery of the goods so to be purchased to take place at Antwerp. The defendant ordered the goods from a Swiss firm, and received due notification that they were in the hands of agents in Switzerland. He then communicated with the Bradford firm, and notified them that the goods were at their disposal. It was contended that both the contract for sale and the notification to the Bradford firm, under which the property in the goods

with the Bradford firm, and notified them that the goods were at their disposal. It was contended that both the contract for sale and the notification to the Bradford firm, under which the property in the goods passed, having taken place in England, this constituted a "vending" in England. Buckley, J., dismissed the action. The plaintiffs appealed.

VAUGHAN WILLIAMS, L.J.—This is a case in which there has been in one sense a sale within the realm because there has been a contract for sale and such subsequent appropriation of goods that the property has passed, and that contract constituted an infringement of the statutory rights of the patentee. The real question is whether there has been any infringement of the statutory rights of the patentee unless there has been a sale effected by a dealing in England, meaning thereby of course a dealing by the person who was a party by the contract of sale and is the defendant in the action. Here Hickson is the defendant in the action, and there has been a contract under which the property has passed, and there has been a dealing by Hickson, but that dealing was not within the realm. The question here is one which I do not think is absolutely decided by the case of Badische Andin und Soda Fabrik v. Basie Chemical Works Bindscheller (46 W. R. 255; 1898, A. C. 200), because if the judgments of Lord Halsbury and Lord Herschell in that case are looked at, they both seem to take, as material to the decision of the case before them, the fact that the sale, in the sense of contract of sale, had not been made within the realm, but in the case of Saccharin Corporation v. before them, the fact that the sale, in the sense of contract of sale, had not been made within the realm, but in the case of Sacharin Corporation v. Reitmeyer & Co. (49 W. R. 199; 1900, 2 Ch. 659) the contract, as in the present case, was made in England, and really, therefore, the decision in that case governs the present. In the circumstances I do not think this court ought to extend the trule laid down in Eimslie v. Boursier (18 W. R. 665, 9 Eq. 217). There have been several attempts to extend the doctrine of that case further, and they have not been successful. It is not for me to offer any opinion whether it is desirable, in the interest of English patentees and the promotion of invention in England, that any legislation should be passed for the protection of the privileges with which the Legislature has thought it right that inventors' ingenuity should be rewarded. If it had been thought right, I do not doubt that it would have been done, because there have been several cases of late years to attract the Legislature's attention. The appeal must be dismissed.

STIBLING and CORINS-HARDY, L.JJ., delivered judgments to the same effect.—Counsel, Graham and Usiafax; A. J. Walter. Solicitors, J. H. & J. Y. Johnson; Emmst & Co., for Raunsley & Peacock, Bradford.

[Reported by J. I. STIBLING, Eq., Barrister-at-Law.]

THE WESTERN SUBURBAN AND NOTTING HILL PERMANENT BENEFIT BUILDING SOCIETY v. RUCKLIDGE, Swinfen Eady, J.

PRACTICE—WRIT OF SUMMONS—DEFENDANT OUT OF JURISDICTION—SUBSTITUTED SERVICE OF SAME WRIT WITHIN JURISDICTION—R. S. C. VI. 1, 2.

the plaintiff to issue a concurrent writ of summons and serve the same out of the jurisdiction upon the defendant, and also to serve copies of the same within the jurisdiction. The defendant had been for some time previous to the date of the order out of the jurisdiction.

SWINFEN EADY, J., following Ford v. Shephard (34 W. R. 63), held that the order was regular within ord. 6, rr. 1, 2, and refused the motion.—Counsel, Wood; Eve, K.C., and Rostron. Solicitors, Tarry, Sherlock, § King; Graham Gordin.

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

Re KELSEY. WOOLLEY v. KELSEY. Swinfen Eady, J. 2nd August. WILL-LEGACY-LEGATER TO BRING AMOUNT OF ADVANCES INTO HOTCH-POT — MISTAKE BY TESTATOR AS TO AMOUNT OF ADVANCES — RIGHT OF LEGATEE TO CONTRADICT WILL.

WILL—LEGATE TO BRING AMOUNT OF ADVANCES INTO HOTCHPOT — MISTAKE BY TESTATOR AS TO AMOUNT OF ADVANCES — RIGHT OF
LEGATEE TO CONTRADICT WILL.

The question in this case was whether a residuary legatee, who by the
will of the testator was directed to bring into hotchpot a certain sum
thereby stated to have been advanced by the estator, was bound by
amount of those advances as stated by the will, or whether he was only
bound to bring into hotchpot such amount as had in fact been advanced
to him by the testator. The testator by his will directed his trustees to pay
the income arising from the residue of his estate to his widow during her life or
widowhood, and at her death or re-marriage to divide such residue equally
between his children then living and the issue of deceased children, such
issue taking between them equally the share which their parent would
have taken if living. The testator further directed that "inasmuch as my
son Stanley Woolley Kelsey is indebted to me in the sum of £5,000, and I
am desirous of reducing the amount in which he is so indebted to me
as follows—that is to say, to the sum of £3,000. Now, therefore, I
hereby forgive to my said son the balance of the sum in which he is
indebted to me over and above the said sum of £3,000. Now, therefore, I
hereby forgive to my said son the balance of the sum in which he is
such sum of £3,000, or as much thereof as shall remain unpaid at the
time of the decease or re-marriage of my said wife shall be deducted
and taken into account as part of his share in my trust estate. And
I also declare that in case any other sums shall be entered in my
private ledger as owing to me by any of my shildren the sums so entered
in my private ledger shall be final and conclusive evidence as to amounts
owing to me or to my estate by any of my said children, but the said sum
of £3,000 to be considered as due to me at my decease unless previously
repaid although not entered into such private ledger." The testator being
dead, the executrix applied to have the estate admin

#### High Court-King's Bench Division. R. v. BRAILSFORD AND ANOTHER. Div. Court. 31st July; 3rd and 5th August.

CRIMINAL LAW—INDICTMENT—VALIDITY OF—OBTAINING PASSPORT BY FALSE PRETENCE—ACTS LEADING TO PUBLIC MISCHIEF—WHETRER EVIDENCE TO SUPPORT INDICTMENT.

Superior Lord Hasbury and Lord Herschell in that case are before them, the fact that the sale, in the sense of contract of sale, had not been made within the realm, but in the case of Succharin Corporation. The superior (26, (49 W. R. 199; 1900, 2 Ch. 659) the contract, as in the present case, was made in England, and really, therefore, the decision in that case governs the present. In the circumstances I do not think this court ought to extend the rule laid down in Elimitie v. Boursier (18 W. R. 198; 9 Eq. 217). There have been several attempts to extend the doctrine of that case further, and they have not been successful. It is not for me to offer any opinion whether it is desirable, in the interest of English patentees and the promotion of invention in England, that any legistations should be passed for the protection of the privileges with which the Legislature has thought it right that inventors' ingenuity should be rewarded. If it had been thought right, I do not doubt that it would have been done, because there have been several cases of late years to attract the Legislature has thought it right that inventors' ingenuity should be reflect.—Coursell, Grahams and Usique; A. J. Walter. Solicitors, J. H. § J. Y. Johnson; Emmet § Co., for Reassley § Praceck, Bradford.

Striking and the Tsar and their subjects respectively, and that they are so granted under regulations which require that the applicant for a passport that he is a British subject attention. The appeal must be dismissed.

Striking and the Tsar and their subjects respectively, and that they are so granted under regulations which require they are so granted under regulations which require that the again that they are so granted under regulations which require they are so granted under the production of a declaration by another person that the sign it as soon as received; and it then charged in

General in London and procured it to be sent out of the United Kingdom to a certain person or persons unknown for use when in Russia by a certain person whose name was unknown other than the said McCulloch, with the intent that it should be so used by the person whose name was unknown to the injury and prejudice of the free and customary intercourse between this country and Russia, and the endangerment of the continuance of friendly relations between this country and Russia. There was a second count charging the defendants with obtaining the passport by false pre-tences and misrepresentation. The Lord Chief Justice directed the jury that if the defendants had agreed together to commit an act which was injurious to the public in the sense of causing public mischief, they had committed a criminal offence. The jury found the defendants guilty of conspiracy, but on the direction of the judge found no verdict on the of conspiracy, but on the direction of the judge found no verdict on the second count. On behalf of the defendants it was contended that the indictment disclosed no offence. There was no case which made it an indictable offence to obtain a passport in the name of another. Counsel cited R. v. Trovv., 2 East's Pleas of the Crown, and Stephen's History of the Criminal Law, vol. 3, p. 350. Counsel also contended that there should be a new trial on the ground that no evidence had been given that this act tended to embroil this country with Russia. On behalf of the Crown it was controlled that these act tended to subject these cat tended to subject the subject to Crown it was contended that these acts tended to public mischief and the defendants employed unlawful means—viz., a false representation. Counsel cited numerous cases, among others R. v. Vaughan (4 Burr. 2494) and R. v. Dixon (3 M. & S. 11).

THE COURT (LORD ALVERSTONE, C.J., and LAWRANCE and RIDLEY, JJ.) refused both motions and affirmed the conviction.

Lord ALVERSTONE, C.J., read the judgment of the court, in the course of which, after setting out the above facts, he said : We are clearly of opinion which, after setting out the above races, he said: we are clearly or opinion that the act done by the obtaining a passport under false pretences is an act of the kind which would render a conspiracy to carry it into effect unlawful, and we think that both defendants have been rightly convicted of criminal conspiracy. Whatever attempts have been made from time to time to strain the law of conspiracy or to bring within its purview combinations to perform acts to which no objection can be taken when done by a single individual, no question of the kind arises in this case. For a great many years it has been the law of England that conspiracy consists in "the agreement of two or more to do an unlawful act or to do a lawful act by unlawful means. So long as such a design rests in intention alone, it is not indictable. When two people agree to carry it into effect the very plot is an act in itself and the act of each of the parties is punishable, if for a criminal object, or for the use of criminal means.": Mulcahy v. Regina (L. R. 3 H. L., at p. 317). We are therefore of opinion that the first count of the indictment is good and that the conviction must stand. With regard to the motion for a new trial on the ground that it was not left to the jury to find that the act might tend to public mischief, we are clearly the jury to find that the act might tend to public mischief, we are clearly of opinion that no such argument can be urged in the present case. The matter was one for the judge and not for the jury, and in our view the obtaining of a passport by a false representation is injurious to the public, and tends to bring about a public mischief. His lordship then fined each of the defendants £100.—Coursell, Sir R. B. Finlay, A.G., Sir R. H. Carson, S.G., Sutton, C. W. Mathews, and Bodkin; Reid, K.C., and J. A. Simon. Solicitors, Director of Public Prosecutions; Radford & Frankland.

[Reported by ALAN HOGO, Esq., Barrister-at-Law.]

### GILBERT v. JONES. Div. Court. 2nd August.

Common Lodging-house—No Charge Made to the Lodging-Houses—Common Lodging-houses Act, 1851—London County Council (General Powers)

Case stated by one of the metropolitan police magistrates sitting at Worship-street police-court under the Summary Jurisdiction Acts. On the Worship-street police-court under the bulmmary Jurisuction Acts. On the 16th of November, 1904, two informations were preferred by the respondent against the appellant—(a) for that he, the appellant, on the 1st of November, 1904, at a house known as the Providence-row Night Refuge, Crespinstreet, Stepney, being a person having or acting in the care or management of the said house as a common lodging-house, did, contrary to the provisions of the Common Lodging-houses Act, 1851, when required by Horatius Arthur Jones, an officer of the local authority under the said Act, refuse to give him free access to the said house or any part thereof; and (b) for that he, the appellant, on the 1st and 2nd of November, 1904, did keep the same house as a common lodging-house and receive lodgers did keep the same house as a common lodging-house and receive lodgers therein without having applied for and obtained a licence under Part IX. of the London County Council (General Powers) Act, 1902. The following facts appear from the case: That the appellant kept the house; that the said H. A. Jones was refused access to the said house by the appellant on the date named; that the appellant had not applied for a licence; that the persons admitted to the said house were destitute and of the very poorest class, but in other respects did not differ from the class who habitually frequent the cheapest common lodging-houses; that the persons admitted to the said house were, while they were in the said house. admitted to the said house were, while they were in the said house, treated and dealt with in a manner similar to that in which the habitual frequenters of common lodging-houses are dealt with and treated; that the persons admitted slept in bunks placed in open dormitories, dormitory containing about seventy persons; that each person admitted was supplied with supper and breakfast, and that these meals were taken was supplied with supper and breakfast, and that these meals were taken by such persons together in common rooms; that the said house was clean, well kept, and well conducted; no psyment of any kind was made by or on behalf of any of the persons admitted. The magistrate convicted and fined the appellant one shilling on each information, holding himself to be bound by the decisions in Lodgson v. Booth (1900, 1 Q. B. 401) and Lodgson v. Trotter (1900, 1 Q. B. 617), and that therefore the house in question was a common lodging-house. Counsel for the appellant contended that the ordinary meaning should be given to the

term common lodging - house, which could not include a house whose inmates paid nothing for the accommodation. He referred to the definitions of the term in all the standard dictionaries and pointed to the definition clauses of the Towns Improvements Clauses Act, 1847, and the City of London Sewers Act, 1885. In the Lodgoon cases a small charge was made. It was true that the Act was a sanitary Act, but still it was penal, and therefore must be strictly construed.

The Court (Lord Alverstone, C.J., and Lawrance and Ridley, JJ.)

dismissed the appeal. Lord Alverstone, C.J.—The Act is a sanitary Act, and it has been decided that the question of gain is immaterial. I see no distinction between the case where a small charge is made, not for gain, and that where no charge is made at all. The appeal must be dismissed.—Counsel, Ricketts; Avory, K.O., and Walter Ryde. Solicitors, Bellord & Coveney;

[Reported by Maurice N. Drucquer, Esq., Barrister-at-Law.]

### New Orders, &c.

High Court of Justice. LONG VACATION, 1905.

NOTICE.

During the Vacation up to and including Saturday, the 16th of September, all applications "which may require to be immediately or promptly heard," are to be made to Mr. Justice A. T. Lawrence.

COURT BUSINESS.—Mr. Justice A. T. Lawrence will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 11

a.m. on Wednesday in every week, commencing on Wednesday, the 16th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to judges' papers), are to be left with the cause clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS. URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—
Application may be made in any case of urgency to the judge, personally
(if necessary), or by post or rail, prepaid, accompanied by the brief of
counsel, office copies of the affidavits in support of the application, and
also by a minute, on a separate sheet of paper, signed by counsel, of the
order he may consider the applicant entitled to, and also an envelope,
sufficiently stamped, capable of receiving the papers, addressed as follows:
"Chancery Official Letter—To the Registrar in Vacation, Chancery
Registrars' Office, Royal Courts of Justice, London, W.C."
On applications for injunctions, in addition to the above, a copy of the
writ. and a certificate of writ issued. must also be sent.

writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge

can be obtained on application at Room 136, Royal Courts of Justice.

can be obtained on application at Room 136, Royal Courts of Justice.

Chancery Chamber Business.—The chambers of Justices Kekewich and Joyce will be open for Vacation business on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock.

King's Bench Chamber Business.—Mr. Justice A. T. Lawrence will, until further notice, sit for the disposal of King's Bench business in Judges' Chambers at 11 a.m. on Tuesday and Thursday in every week, commencing on Thursday, 17th of August.

Prohate and Divorce.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30. Motions will be heard by the Registrar on Wednesdays, 16th and 30th August, 13th and 27th September, and 4th and 18th October, at 12.30. In matters that cannot be dealt with by a registrar, application may be made to the Vacation Judge by motion or summons.

Decrees nisi will be made absolute by the Vacation Judge on Wednesdays, the 23rd August, the 13th and 27th September, and the 4th and 18th October.

A summons (whether before judge or registrar) must be entered at the

A summons (whether before judge or registrar) must be entered at the Registry, and case and papers for motion (whether before judge or registrar) and papers for making decrees absolute must be filled at the Registry before 2 o'clock on the preceding Friday.

Judge's Papers for Use in Court.—Changery Division.—The following

papers for the Vacation Judge are required to be left with the cause clerk in attendance at the Chancery Registrar's Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the judge is intended to be made:

1. Counsel's certificate of urgency, or note of special leave granted by

2. Two copies of writ and two copies of pleadings (if any), and any other documents shewing the nature of the application.

3. Two copies of notice of motion.

4. Office copy affidavits in support, and also affidavits in answer (if any). N.B.—Solicitors are requested when application has been disposed of, to apply at once to the judge's clerk in court for the return of their papers.

# Law Societies.

#### Law Association.

A meeting of the directors was held at the Law Society's Hall on Thursday, the 3rd inst., Mr. T. H. Gardiner in the chair. The other directors present were Mr. S. J. Daw, Mr. R. H. Peacock, Mr. R. J. Pead, and Mr. W. M. Woodhouse. A sum of £55 was voted for relief of necessitous applicants, and other business transacted.

### Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 9th inst., Mr. Samuel Harris (Leicester) in the chair; the other directors present being Messrs. Alfred Davenport, W. Dowson, R. A. Edgar (Manchester), J. Roger B. Gregory, H. E. Gribble, W. G. King, C. G. May, R. Pennington, J.P., and J. T. Scott (secretary). A sum of £836 was distributed in grants of relief, nine new members were admitted to the association, and other general business was transacted.

### Obituary. Sir Thomas Wright.

Sir Thomas Wright.

Sir Thomas Wright, solicitor, of Leicester, died on the 5th inst. in his sixty-eighth year. He was the son of the late Mr. Joseph Wright, of Northampton, and was born in that town on the 15th of February, 1838, and was educated at a British school. When he left school he entered the office of Messrs. Becke & Green, solicitors, of Northampton, who found him so promising that they gave him his articles. He was admitted in 1875, and commenced business on his own account in Leicester about 1876. He quickly obtained a considerable practice. At one Leicester Assize, says the Leicester Daily Mercury, Mr. Wright was engaged in no fewer than nine out of thirteen actions in the civil cause list, as well as in two criminal cases. Mr. Wright had a large police and county court practice. Among other cases, he was entrusted with the preparation of the case against the Greenways in connection with the Greenway bank failure at Warwick, giving such satisfaction to the creditors in the matter that they presented him with a souvenir in the shape of handsome carvings as a mark of admiration of the manner in which he conducted the case. He had also an important conveyancing and "family" practice, being solicitor for the Stamford Estates. He entered the Leicester Town Council and was twice elected Mayor of the borough. In 1899 he was placed on the borough Commission of the Peace, and, at once, says the journal already quoted, he exerted a powerful influence in the magistracy. His great legal knowledge, his well-balanced judgment, judicial mind, quick perception, and ready speech were qualities standing him in good stead as a justice of the peace. He was as successful a mediator as a magistrate. In the year 1892 the local boot and shoe trade was seriously agitated, and there were signs of the rupture that actually did occur in 1895. He did all he could to avert industrial war, and at conferences of representative employers and employed he presided as concillator in such an impartial manner that he won the confiden Leicester, and he was presented with a service of plate in recognition of his services. He was knighted in 1893.

# Legal News.

#### Appointments.

Mr. Guy Stephenson, barrister-at-law, has been appointed an Assistant Solicitor to the Treasury, in succession to the late Mr. Angus Lewis.

Mr. J. W. Mansfield, barrister-at-law, has been appointed a Revising Barrister on the Northern Circuit, in the place of the late Mr. A. Henry.

### Changes in Partnerships. Dissolutions.

ALFRED HOWARD BURGESS and SIDNEY WENTWORTH PIKE, solicitors (Burgess & Pike), Leicester. July 31. The business will in future be carried on by the said Alfred Howard Burgess.

[Gazette, Aug. 4.]

RALPH SIMEY, GEORGE ILIFF SIMEY, and LEONARD SCOTT ILIFF, solicitors (Simey, Son, & Hiff), Sunderland. July 31. The said L. S. Hiff will continue to carry on the said business on his own account under the style of "Simey & Hiff." [Gazette, Aug. 8.

#### General.

The Prevention of Corruption Bill, and, unfortunately, also the Married Women's Property Act (1882) Amendment Bill have been withdrawn.

The Royal Assent was given on the 4th inst. to the Agricultural Rates Act, 1896, &c., Continuance Bill, Coal Mines (Weighing of Minerals) Bill, Shipowners' Negligence (Remedies) Bill, and the Compensation for Damage to Crops Bill.

There will be a special service in Westminster Abbey on Tuesday, the 24th of October next, the first day of the Michaelmas sittings of the Law Courts, at which the judges and members of the legal profession will attend. The arrangements will be the same as last year.

Mr. Justice Gildersleeve, of the Supreme Court of New York State, who is now in England, has, says the *Evening Standard*, been visiting our Law Courts. He is, he says, struck by the remarkable patience shown by our judges, and believes the standard of ability among them to be much higher than among the judges of his own country.

A lawyer had stepped into the court room while a trial was going on, says the Central Law Journal, and had forgotten to take off his hat. Judge Gary, as soon as he saw the lawyer with his hat on, turned to the lawyers trying the case and said in his emphatic way: "Gentlemen, stop the trial of the case and let there be silence in the court room," then turning to the bailiff: "Mr. Bailiff, close the windows and shut the door" (and pointing to the lawyer with his hat on), "that poor gentleman may take cold."

The twenty-second conference of the International Law Association will, The twenty-second conference of the International Law Association will, at the invitation of the Chamber of Shipping and Commerce, and the University of Christiania, take place at the Nobel Institution in that city on the 4th, 5th, 6th, and 7th September next, when Mr. F. V. N. Beichmann (president of the Court of Appeal at Trondhjem) will preside. Among those who are expected to attend the conference are Prince de Cassano, Mr. Justice Phillimore, Sir John Macdonell, and Dr. Trueblood (secretary of the American Peace Society).

The Local Government Board have issued an order under the Locomotives on Highways Act, 1896, and the Highways and Locomotives (Amendment) Act, 1878, varying the provisions of four orders as to the construction of wheels of locomotives on highways, so as to authorize, subject to conditions, the use on highways of locomotives having driving wheels shod with wooden blocks. In a circular accompanying the order the Secretary to the Local Government Board says that representations have been made to the board to permit of a further variation of the provisions, so as to authorize the use on highways of locomotives the driving wheels of which are fitted with the contrivance usually known as the "Pedrail."

In the case of the Russian cruisers interned in Manila harbour, says the Albany Law Journal, the government of the United States has taken an advanced position in international law which will serve as an important precedent. The war vessels referred to, it will be recollected, received their injuries at the hands of the enemy, and not through "stress of weather." This fact made necessary greater care in dealing with them, since to allow an extensive time for repairs might properly lead to the complaint from the Japanese Government that the United States, a neutral, had given the Russians an opportunity to recover from the blows inflicted by Togo's ships. It having been shewn that the Russian ships had entered Manila harbour at the rate of fifteen knots an hour and could repair the worst damage in sixty days, it was obvious that they were and entered similar hardour at the rate of freenk mots an nour and could repair the worst damage in sixty days, it was obvious that they were entirely able to take care of themselves so far as danger from the elements as concerned, and hence they were given the choice of taking on the necessary stores and putting to sea within twenty-four hours or dismantling, Thus has been set an important precedent with respect to war vessels disabled by supplies. abled by gunfire.

# Winding-up Notices.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

LIBITED IN CHANCERY.

A H BURTON, LIBITED—Creditors are required, on or before Sept 18, to send their names and addresses, and the particulars of their debts or claims, to William Charles Brooks, 11 and 12, Clement's In, Lombard at CHARL MOTORS, LIBITED—Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts or claims, to Thomas Jehu Garlick, 6, Dowgaste hill.

NEW YORK CITY FRERHOLD ESTATES CORPORATION, LIBITED—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to John Annan, 21, Iromonger In PATREY SPEARING TURE CO. LIBITED—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Waiter Deane Oldham and Nathaniel Mayer. care of Oldham, & Co. 17, Coleman st. Hulbert & Co. Broad st bldgs, solors for liquidators PROCYER & COTRILL, LIBITED—Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts or claims, to H G Cantrell, 31, Elm rJ, Crumpsall, Manchester

SOFTHAMPRON UNITED BERWERY CO. LIBITED—Peta for winding up, presented Aug 3, directed to be heard at the Court House, Southampton, on Aug 13. Hoppenstall & Clark. Lymington, solors for petner. Notice of appearing must reach the above-named soci later than 6 o'clock in the afternoon of Aug 14

VANITY FAR PUBLISHING CO. LIBITED—Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts or claims, to Frank Kirby, 7, Essex st, Strank. Beaumont & Sons, Lincola's inn fields, solors for liquidator

London Gazette.-Tunsday, Aug. 8. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

GROEGE DAWSON & CO., LIMITED—Creditors are required, on or before Sept 28, to send their names and addresses, and the particulars of their debts or claims, to William Alfred Slade, 9, Old Jewry churbrs

KNOHT, DAY, & LICOLAS, LIMITED—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to Willie Rowland Waller, 3, Bucklersbury

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LONDON AND GENERAL CONTRACT SYNDIOATE, LIMITED—Creditors are required, on or before Sept 10, to send their names and addresses, and the particulars of their debts or claims, to Alexander George Parker, 2, Coleman st

COUNTY PALATINE OF LANCASTER. LIMITED IN CHANCERY.

LANCASHIRE BILLPOSTING CO, LIMITED—Petn for winding up, Tresented Aug 4, directed to be heard at Manchester, on Aug 17, at 10. Preston & Son, Manchester, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 15

# The Property Mart.

Sales of the Ensuing Week,

Aug. 17 .- Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:-

REVERSIONS :

efifth of a Trust Fund, value £1,400; life aged 60. Solicitors, Messrs.

To One-fifth of a Trust Fund, value £2,000; lady aged 76. Solicitor, G. C. Tijon, Esq., London.

To One-eighth of a Trust Fatate, value £2,000; lady aged 50. Solicitor, George M. Light, Esq., London.

Solicitor, George M. Light, Esq., London.

POLICIES for £3.500 and £298 12s. Solicitors, Messrs. Reed & Wayman, Downham Market, Norfolk.

SHARES: The United Cigarette Machine Co. (Limited)—2,536 £1 fully-paid Shares. Solicitor, Sam Patey. Esq., London, (See advertisements, this week, back page.)

# Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gasette,-FRIDAY, Aug. 4.

WARREN, RICHARD WILLS, Clacton on Sea. Retired Confectioner Sept 15 Mathews v Warren, Kekewich, J Morris, King William st

### Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gasette.-FRIDAY, Aug. 4.

ABRAHAMS, LEWIS HYMAN, Westbourne gdns, Bayswater Sept 11 Hyman & Co, Basinghall st Brown, Brewart Heney, Allerton, Liverpool Sept 30 Stewart-Brown, Liverpool Burles, Many Jane, Christchurch av, Brondesbury Aug 31 Wilkinson & Son, Ber-

BUTLER, MARY JANE, Christchurch av, Brondesbury Aug 31 Wilkinson & Son, Dermondsey st
Cowper, Hannah, Southport, Lades Oct 1 Wilmot & Hodge, Southport
Crazgel, Capt Boyle Purdon, JP, DL, Rathorpe Gart, Co Galway Sept 1 C V Creagh,
Charlton rd, Blackheath
DENNIS, DAVID, Handsworth, Grocer Aug 31 Forsyth & Co, Birmingham
DENNIS, MARY AND LABOR, Handsworth Aug 31 Forsyth & Co, Birmingham
Digry, John Krineld Digry Wingfield, MP, Sherborne Castle, Dorset Sept 1 Ffooks
& Douglas, Sherborne
DIXON, MARTHA RYMER, Kingston on Thames Sept 7 Potter & Co, Queen Victoria st
Emerson, Martha Ann, Swaffham, Norfolk Sept 29 Matthews, Swaffham

FRANKISH, WILLIAM, Atkins rd, Clapham pk Sept 7 Frankish & Co, Hull GALLWEY, LAURA HITCHENS, Camden rd Sept 4 Denton & Co, Gray's inn pl GABRIDS, SARAH, Sowerby Bridge, Halifax Sept 6 Longbotham & Sons, Halifax GORDON, LUCY ANNE, Fowey, Cornwall Sept 18 Graham, Fowey GERENS, CHARLES JERENIAE, Lakenham, Norwich Ang 12 Burton & Son, Gt Yarmouth Hadder, Cales, Farley, nr Much Wenlock, Salop, Miller Oct 2 Potts & Potts, Bross'ey, Shropshire

Shropshire

Harrison, Eliza, Woodhouse, nr Milnthorpe, Westmorland Oct 2 Milne, Kendal

Hayward, Caroliny, Winchester Oct 1 Shenton & Pain, Winchester

Heather, James Thomas, Sandbach, Chester Sept 1 Pumfrey & Son, Paternoster row

Hellings, Richard Coor, St George's in the East Ang 31 Freeman, Chancery in

Hellie, Laura Elizabeth, Hove, Sussex Aug 31 Bedwell, Scarborough

Hibble. James Ambrovs, Erentford Aug 31 Hutchinson & Co, Lincoln's inn fields

Hore, Eliza, Plymouth Aug 31 Shelly & Johns, Plymouth

Hore, William Henry Pandew, Plymouth, Insurance Agent Aug 31 Shelly & Johns,

Plymouth

Hore, William Henry Pandew, Plymouth, Insurance Agent Aug 31 Shelly & Johns, Plymouth
Juffleson, Louis, Brighton Sept 18 Tamplin & Co, Fenchurch at
Kay, Fangenge Alcolory, Ladbroke grove, Notting Hill Sept 5 Paddison & Co,
Greeham at
King, Richard, Lincoln Sept 15 Alcock, Mansfield
Knioht, Henry, Chester, Brewer Sept 5 Jolliffe & Jolliffe, Chester
Lowe, Alebert Hazlewood, Helouad, Egypt Sept 14 Goddard & Co, St Michael's alley,
Combill
Matthews, Ellizanger, Birmingham Aug 31 Forsyth & Co, Birmingham

Cornhill

MATTHEWS, ELIZABETH, Birmingham Aug 31 Forsyth & Co. Birmingham

MOTTEAM, FRANK FAIRBROTHER, Mauchester, Manufacturer Sept 2 Orrell, Manchester

PARKINSON, MARY, Leigh, Lanes Aug 21 Dootson, Leigh

PARB, TROMAS, Clifton, Bristol, Solicitor Sept 4 Danger & Cartwright, Bristol

PITHES, ELIZABETH, Arborfield, Berks, Licensed Victualler Sept 4 Weedon & Payne,

Reading

PITHER, ELIZABETH, ATROTHER, Letas, Account Reading Roberts, Sorhia Augusta, West Hampstead Sopt 9 Symonds & Sons, Dorchester Roberts, Sorhia Augusta, West Hampstead Sopt 9 Symonds & Sons, Dorchester Roberts, Perdence John, Stalybridge, Surgeon Aug 31 Buckley & Co, Stalybridge Schröders, Adolfh Christian Harwood, Cheshunt, Hertford Sept 15 Pemberton & Co, New ct, Lincoln's inn Shovelton, Henry, Leigh, Lancs, Grocer Sept 1 Dootson, Leigh Slade & West, Rusanges

Shadis, FARNY HARRIET ELIZABETH, LONGAUCH, 2009,
Swaninge, Baing Aug 31 Bull & Duncan, Old Jewry
STAMP, SOPHLA ISABELLA, Tulse Hill Sept 10 Abbott, Long acre
TURNER, MARY, Waiterton rd, Paddington Sept 18 Mills & Oo, Queen Victoria st
TURNER, MARY ELIZABETH, Tiverton, Devon Sept 11 Hole & Pugaley, Tiverton
WALLIS, ELIZABETH, Leigh, Lanos Aug 19 Hayward, Leigh, Lancs

London Gazette,-Tuesday, Aug. 8.

London Gaseite.—Tuesday, Aug. 8,

Barton, Alfrert Bowyer, MD, Brechin pl, South Kensington Sept 20 Neish & Co,

Watling & Mathing & Co,

Bennert, John, Leeds, Pawnbroker Oct 1 Scholefield & Son, Dewabury

Boughton, Amelia, Thames Ditton Sept 15 Durham & Co, Kingston on Thames

Boughton, Mark, Thames Ditton Sept 15 Durham & Co, Kingston on Thames

Broadbert, Groger, Hebden Bridge, Yorks, Farmer Sept 8 Shaw, Hebden Bridge

Green, Thomas, Manchester, Zinc Packing Case Maker Sept 12 Bond & Son, Manchester

Guinners, Anna Louisa Grattan, Bournemouth Sept 5 Trevanion & Co, Bournemouth

Gunn, Isabella, Eaton rise, Ealing Sept 9 Proctor, Bristol

Haylock, Groger Charles, St Leonards on Sea Sept 16 Chalinder & Herington, Hastings

Hiller, Henry, Lamont rd, Chelsea Sept 4 Taylor, Essex st, Strand

Jenninson, Thomas, Pocklington, Yorks, Clerk Aug 31 Powell, Pocklington

Lockett, William & Wilverdaie, Staffs Sept 11 Till, Neweastle under Lyme

Mobley, James, Linsisde, Bucks, Clerk Sept 4 Read, Leighton Buzzard

Mourl, Johns, Cambridge Aug 24 Emst. Cambridge

Mosclippe, Villiam & Walker, New Wortley, Leeds Sept 4 Emsley & Co, Leeds

Paes, John De, Norfolk ad, Hyde Park Sept 28 Stevens & Drayton, Queen Victoria st

Polkinghorse, William, Winchester Sept 1 Bailey & White, Winchester

Ratolippe, Henry, Lanos Aug 25 Butcher & Barlow, Bury

Ricalton, Groger, Gateshead Sept 11 Swinburne, Gateshead

Riohardson, John, Willerby, Yorks, Licensed Victualler Sept 16 Rollit & Sons, Hull

Ruddock, Elizabeth Barrice, Newcestle upon Tyne Sept 5 Granhut & Co, Newcastle

upon Tyne

Sarre, Dorfolk and Park Barrices, Newcestle upon Tyne Sept 5 Granhut & Co, Newcastle

upon Tyne

upon Tyne 1978. Havant, Hants Sept 10 Fraser & Christian, Finsbury circus Wignath, Joseph Shippan, Havant, Hants Sept 2 Hardwicke, Fleetwood Young, Grong, Hythe, Kent, Hotel Proprietor Sept 8 Kingsford & Drake, Hythe

# Bankruptcy Notices.

London Gasette. - FRIDAY, Aug. 4. RECEIVING ORDERS.

RECEIVING ORDERS.

ATKINSON, HERBERT, Freshford, nr Bath, Stationer Bath
Pet July 12 Ord July 31

Bakars, Gerore Herbert, Greshford, Pet Hand, Gerore Herbert, Fruiterer
Birmingham Pet July 31 Ord July 31

Bakars, Bidder, Cranbrook Park, Ifford Chelmaford
Pet March 24 Ord July 31

Batts, Alfred, Whitatable, Kent, Cycle Agent Canterbury Pet July 31 Ord July 31

Brill, Jacos, Appleby, Westmorland Kendal Pet Aug 2
Ord Aug 2

Bereit, Frank, Cheriton sq. Balham Wandsworth Pet
July 12 Ord Aug 1

Boulding, Willert Johns, Horbury eres, Notting Hill,
Boardinghouse Keeper High Court Pet July 14 Ord
Aug 1

Bralett, Harry, Old Basford, Nottingham, Clerk

Aug 1
Beraley, Harry, Old Basford, Nottingham, Clerk
Nottingham Pet Aug 2 Ord Aug 2
Burdery, Edward, Leicester, Grocer Leicester Pet July
31 Ord July 31

BUDDETT, ÉDWARD, Leicester, Grocer Leicester Pet July
31 Ord July 31
BUTTON, ARTHUE. Carlton, Notts, Draper Nottingham
Pet July 31 Ord July 31
CAREX, JOHN NORL, Limerston at, Chelsea High Court
Pet June 14 Ord Aug 1
CARE, FOARK, TOTEGROW, Bristol, Greengrocer Bristol
Pet Aug 2 Ord Aug 2
CARSO, FAAK, TOTEGROW, Burveyors Liverpool Pet
July 8 Ord Aug 2
CONSON, OLIVER, Oldbury, Worcester, Grocer West
Bromwich Pet July 20 Ord July 31
CONSON, JOHN TROMAS, Hunslet, Leeds Leeds Pet Aug
1 Ord Aug 1
DAVIS, GROSGE NORKAN, Titchfield Common, Hants, Fruit
GROWELL, BIGMARD BRANGWIN, Electhington, Oxford,
Livery Stable Keeper Oxford Pet Aug 2 Ord Aug 2
PARMER, RIGMARD, Treforest, Glam, Fruiterer Pontypridd
Pet Aug 2 Ord Aug 2
FOSTER, W H, Teddington Kingston, Surrey Pet June 27
Ord July 25

FREEE. BARETTA SMYTH, Twickenham Brentford Pet
July 31 Ord July 31

Heilbuth, Alperd Adolph. Tollington Park, Commercial
Traveller High Court Pet July 31 Ord July 31

Holdup, Walfer William, Whitchurch, Bouthampton,
Baker Salisbury Pet Aug 1 Ord Aug 1

Homewood, Groog Frederick, Leigh on Sea, Essex,
Licensed Victualer Chelmsford Pet July 14 Ord
July 31

Joses, E M. Wandsworth rd, Provision Dealer Wandsworth Pet July 6 Ord Aug 1

Kell, Thosatros, Bouth Shields, Bricklayer Newcastle
upon Tyne Pet Aug 1 Ord Aug 2

Kert, J C. Upper Hamilton ter, Maida Vale, Horse Dealer
High Court Pet June 17 Ord Aug 2

King, William, and Grooge Richardson, Gillygate,
Pontefract, Yorks, Fish Dealers Waketield Pet Aug
1 Ord Aug 1

Sauszers, H.T. Little Clacton, Essex Colchester Pet July
15 Ord July 28

Simon, Francis Ruprar Powell, Lower Thames at High
Court Pet July 20 Ord July 31

Sepssier, John, Rosedale Head Farm, nr Pickering, Yorks,
Farmer Scarborough Pet July 31 Ord July 31

Suttres, Ada, Portsmouth, Confectioner Portsmouth Pet
July 31 Ord July 31

Suttres, Ada, Portsmouth, Confectioner Portsmouth Pet
July 31 Ord July 31

Tadman, Henst Jonery, Upper Parkstone, Poole, Dorset,
Watchmaker Poole Pet Aug 1 Ord Aug 1

Tames Searbourne Pet
Aug 1

Tames Searbourne Pet
Tames Searbourne Pet
July 31 Ord July 31

Tames Searbourne, Grooge Eastbourne Pet
July 31 Ord July 31

Tadman, Henst Jonery, San And Search Rarpes Common.

High Cours
King, William, Brighton Brighton Person,
Aug it
Klein, Brighton, Preston, Lancaster, Tailor Preston
Pet July 26 Ord July 31
KNOWLES, WILLIAM PLENDENLEITH, Tweedmouth, Northumberland, Licensed Victualier Newcastle upon Tyne
Pet Aug 2 Ord Aug 2

Percy M. Paulton's sq, Chelsea High Court

Pet Aug 2 Ord Aug 2

Lampson, Percy M, Paulton's sq, Chelsea High Court
Pet July 10 Ord Aug 2

Manson, Frances Benniel, Guilford st, Russell sq High
Court Pet Aug 2 Ord Aug 2

Marsden, William, Bradford, Boot Repairer Bradford
Pet July 31 Ord July 31

Mernach, John, Dover, Mineral Water Manufacturer
Canterbury Pet Aug 2 Ord Aug 2

MURBELL, John WILLIAM PERCY, Wolfington rd, West
Norwood High Court Pet July 12 Ord Aug 2

Norwood High Court Fet July 12 Ord Aug 2
New, Asthony G, 8t Martin's In, Journalist High Court
Pet June 29 Ord July 26
Perrs, Albret Edwin, Smethwick, Staffs, Milk Dealer
West Bromwich Pet Aug 1 Ord Aug 1
PHILLIPS & CO. J. London Wall, Mining Engineers High
Court Pet July 12 Ord Aug 2
PHILLIPS, WILLIAM ARTHUS, Tonypandy, Glam, Mercer
Pontypridd Pet Aug 2 Ord Aug 2
PTCHES, WILLIAM WATTING, NORwich, Carpenter Norwich Pet July 31 Ord July 31
RAWLING, UNABLE & Sparkbrook, Birmingham, Boken

Bawlins, Charles E, Sparkbrook, Birmingham, Baker isirmingham Pet July 1 Ord July 31

July 31 Ord July 31

Tadman, Henny Joseph, Upper Parkstone, Peole, Dorset,
Watchmaker Poole Pet Aug 1 Ord Aug 1
Tromas, Edward John, St Ann's tex, Barnes Common,
Licensed Victualler High Court Pet June 9 Ord
July 31

Tolon, Licorollo, Bangalore st, Putney, Engineer High
Court Pet Aug 2 Ord Aug 2
Tow, Lucy, and Liconand Thomas Riches, Windsor, Boot
Retailers Windsor Pet July 7 Ord July 20

Retailers Windsor Pet July 7 Ord July 29

WARNER, AUSTIN, and JOSEPH CREE, Leicoster, Builders
Leicoster Pet July 31 Ord July 31

WHEBLER, JAMES, Winson Green, Birmingham, Greengroote Birmingham Pet July 31 Ord July 31

WILSON, MARGARET MACDONALD, Blackpool, Lancaster
Proston Pet July 14 Ord Aug 1

WRIGHT, JOHN, Darlaston, Staffs, Grocer Walsall Pet
Aug 1 Ord Aug 1

Amended notice substituted for that published in the London Gazette of Aug 1:

PEARSE, CHARLES JOHN, Leicester, Boot Factor Leeds Pet July 28 Ord July 28

#### FIRST MEETINGS.

ALEXANDER & Sons, H, Newcastle on Tyne, Steamship Owners Aug 12 at 11 Off Rec, Mosley chabrs, Mosley st, Newcastle on Tyne ALLEN, JOHN, Long Raton, Derby, Lace Manufacturer Aug 15 at 3 Off Rec, 47, Full st, Derby

rose'ey. al

& Co.

s alley,

Payne,

Stalyrton & West,

& Co,

astings

ia st

Inl wcastle us.

lygate,

t July

High Yorks, h Pet Pet Dorset, mmon, High , Boot ilder

Breencaster l Pet the Leeds

cturer

5.

r row de Johns.

BASTONE, THOMAS, Pantygog, Pontycymmer, Baker Aug
14 at 12 117, 8t Mary st, Cardiff
Blow. W. G. Cardiff, Stockbroker Aug 16 at 12 117, 8t
Mary st, Cardiff
BOUDING, WILBERT JOHN, Horbury cres, Notting Hill,
BORNING, THOMAS RICHARD, Cefn Cribbur, Glam, Innkeeper Aug 14 at 11 117, 8t Mary st, Cardiff
BUTLIS, JOHN COLDONS HEVGATE, LODARD Stanley, Glos
Aug 12 at 12 Off Rec, Station rd, Gloucester
CAREY, JOHN KOLDONS HEVGATE, LODARD Stanley, Glos
Aug 12 at 12 Off Rec, Station rd, Gloucester
CORRIS, THOMAS ENION, Redruth, Cornwall, Ironmonger
Aug 12 at 12 Off Rec, Boscawen st, Truo
DAVIE, GEORGE NORMAS, Titchfield Common, Hants, Fruit
Grower Aug 14 at 2 Off Rec, Cambridge junc, High
st, Portsmouth
ENELING, WILLIAM, Silverdale, Staffs, Fish Salesman

st, Portsmouth

EMPLING, WILLIAM, Silverdale, Staffs, Fish Salesman

Aug 14 at 11 Off Rec, King st, Newcastle, Staffs

EYANS, ALPRED, Carmarthen, Licensed Victualler Aug 14

at 12 4, Queen st, Carmarthen

FIREER, WILLIAM ATTOR, Heigham, Norwich, Plumber

Aug 14 at 11 Off Rec, S, King st, Norwich

FROUDS, LYDIA, Herriard, Hants, Grocer Aug 16 at 4,45

Off Rec, Midland Bank chmbrs, High st, Southampton

GAMBLE, ELIZABETH, Kingston upon Hull, Dressmaker Aug 12 at 11 Off Rec, Trinity House In, Hull Gosekit, G H, Wellington st, Strand Aug 17 at 11 Bankruptey bldgs, Carey st GOODCHID, MAURICH, Monks Eleigh, Suffolk, Dealer's Assistant Aug 18 at 2.15 Off Rec, 36, Princes st, Tenerich

GOSELL, G. H., Wellington st, Strand Aug 17 at 11
Bankruptcy bldgs, Carey st
GOODCHLD, MAURICH, Monks Eleigh, Suffolk, Dealer's
Assistant Aug 18 at 2.15 Off Rec, 36, Princes st,
Ipswich
GOUGH, WILLIAM FRANCIS, Blandford rd, Chiswick Aug 16
at 1 Bankruptcy bldgs, Carey st
GREEN, JOHN HENRY, Eastbourne, Accountant Aug 16 at 12 Bankruptcy bldgs, Carey st
HALLETT, GEOGGE, Leytonstone rd, Stratford, Confectioner
Aug 16 at 11 Bankruptcy bldgs, Carey st
HAROBEAVES, BOBERT GEOGGE, Newcastle under Lyme,
Staffs, Beerseller Aug 15 at 11.30 Off Rec, King st,
Newcastle, Staffs
HARIS, Lewis, Gt Grimsby, Jeweller's Manager Aug 15
at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
HALOP, ELIAS TAYLOR, March, Cambridge, Builder Aug 14
at 12 Law Courts, New 1d, Peterborough
HAWWARD, JOHN GEOGGE, and FREDERICK AUGUSTUS
REEVES, Plymouth, Manufacturers' Agents Aug 15
at 11 Off Rec, 6, Atheneum ter, Plymouth
HEILBUTH, ALFRED ADOLPH, Tollington Park, Commercial
Traveller Aug 18 at 1 Saukruptcy bldgs, Carey st
HOLLENDER, VIVIAN CECIL, Hamilton ter, St John's Wood
Aug 18 at 11 Bankruptcy bldgs, Carey st
HUXTABLE, JANES, BOUTNEMOUTH, BUILDER AUG 16 at 3.15
Off Rec, Midland Bank chmbrs, High at, Southampton
LOVENDARL, JOHAN HENDRIK, Chiswick, Jeweller Aug 16
at 12 Off Rec, 14, Bedford row
MARDEN, WILLIAM, Bradford, Boot Repairer Aug 16 at 3
Off Rec, 29, Tyret st, Bradford
MAYIN, JOHN WESTON, and JOHN PRINIMER POOR, jun,
Landpott, Portsmouth, Electricians Aug 14 at 2.30
Off Rec, 29, Tyret at, Bradford
MAYIN, JOHN WESTON, and JOHN PRINIMER POOR, jun,
Landpott, Portsmouth, Slectricians Aug 14 at 2.30
Off Rec, 29, Tyret at, Bradford
MAYIN, WESTON, ROSEET LEIGH, Golden ln, Commercial
Traveller Aug 16 at 12 Bankruptcy bldgs, Carey st
MINTON, EDWER, Leoninster, Horeford, Boot Maker Aug
21 at 10 4, Corn sq. Leoninster
Butcher's Manager
Aug 18 at 12 Bankruptcy bldgs, Carey st
Sunyon, Francis and Staffs, Leicester
Parse, Granter Solve, Henry Staffs, Leicester
Senon, Francis Royal Staffs, Leicester
Parse, Charles Solve, Henry Staffs, Leicester
Solve, Henr

castle, Staffs
Tablosopy, Henry Edward, Bedford Aug 15 at 2.30
Messrs Halbley & Morrison, Mill st. Bedford
Varbanpurp, Gronos Jams, South sq. Gray's inn, Solicitor
Aug 16 at 11 Bankruptop bliggs, Carey st.
Ward, Charles Barrow, Kettering, Northampton, Commission Agent Aug 16 at 11 Off Rec, Bridge st,
Northampton
William, Romear, Sunderland Aug 17 at 3 Off Rec, 3,
Manor pl, Sunderland
Avers, Grooce, Camdon st. Derby, Labourer Aug 12 at
11 Off Rec, 47, Full st, Derby

#### ADJUDICATIONS.

BAKER, GROEGE HERRY, King's Heath, Woresster, Fruiterer Birmingham Pet July 31 Ord Aug 1 BELL, JACOS, Appleby, Westmoreland Kendal Pet Aug 2 Ord Aug 2 BERALEY, HARRY, Old Basford, Nottingham, Clerk Not-tingham Pet Aug 2

BROWN, FREDERICK, Easton, Bristol, Builder Bristol Pet July 21 Ord July 31 BURDETT, EDWARD, Leicester, Grocer Leicester Pet July 31 Ord July 31 BUTLER, CLIABLES, Grove rd, Bow, Builder High Court Pet April 19 Ord Aug 1 BUTTON, ABTHUR, Carlton, Notta, Draper Nottingham Pet July 31 Ord July 31

CARR, FRARK, Totterdows, Greengrocer Bristol Pet Aug 2 Ord Flavonet Birkenhead Pet May 17 Ord July 31 Coxnon, John Thomas, Hunslet, Leeds Leeds Pet Aug 1 Ord Aug 1

Baronet Birkenhead Pet May 17 Ord July 31
CONNOR, JONN TROMAS, Hunslet, Leeds Leeds Pet Aug 1
Ord Aug 1
DAVIS, GRONGE NORMAN, Titchfield Common, Hants, Fruit
GROWNE Portsmouth Pet Aug 2 Ord Aug 2
DEVINE, ALEXANDROS, Pangbourne, Berks, Schoolmaster
Reading Pet May 19 Ord July 28
DODWELL, RICHARD BARNOWIN. Bletchington, Oxford,
Livery Stable Keeper Oxford Pet Aug 2 Ord Aug 2
FARMER, RICHARD, Treforest, Glam, Fruiterer Pontypridd
Pet Aug 2 Ord Aug 2
FARNEL, ENOCH, Leamore, Walsall, Staffs, Draper Walsall
Pet July 5 Ord Aug 1
Forren, WH, Teddington Kingston, Surrey Pet June 27
Ord Aug 2
FARNEL, ENOCH, Leamore, Walsall, Staffs, Draper Walsall
Pet July 5 Ord Aug 1
Forren, WH, Teddington Kingston, Surrey Pet June 27
Ord Aug 2
FILTONS, OTTO, Chiswick, Scientific Experimentalist Brentford Pet June 28 Ord Aug 1
HRILDUTH, ALFRED ADOLFH, Tollington Park, Commercial
Traveller High Court Pet July 31 Ord July 31
HOLDUP, WALTER WILLIAM, Whitechurch, Southampton,
Baker Salisbury Pet Aug 1 Ord Aug 1
JACKSDW, JOHN, BOURD NOTWOOD, Teacher High Court Pet
July 10 Ord July 31
KELL, THORNYON, South Shields, Bricklayer Newcastle on
Tyne Pet Aug 1 Ord Aug 1
MARDEN, WILLIAM, Bradford, Boot Repairer Bradford
Pet July 31 Ord July 31
KELL, THORNYON, SOUTH SHIELDS, SOUTH, SHIELDS, WALTHEWS, THORNS HENRY JEWPHER, Eastbourne, Butcher's
MARDEN, FRANK, Leicester, Saddlor Leicester Pet July
11 Ord Aug 2
NERDIAM, FRANK, Leicester, Saddlor Leicester Pet July
11 Ord Aug 2
PRENS, ALBERT SOWN, Smethwick, Staffs, Milk Dealer
West Bromwich Pet Aug 1 Ord Aug 1
PRENS, ALBERT SOWN, Smethwick, Staffs, Milk Dealer
West Bromwich Pet Aug 1 Ord Aug 1
PRENS, ALBERT SOWN, Smethwick, Staffs, Milk Dealer
West Bromwich Pet Aug 1 Ord Aug 1
PRENS, ALBERT SOWN, Smethwick, Staffs, Milk Dealer
West Bromwich Pet Aug 1 Ord July 31
BROMARDSON, MICHARD MOORE, Southport, Lancs, Calico
Printer Manchester Pet June 27 Ord July 31
BROMARDSON, MICHARD MOORE, Southport, Lancs, Calico
Printer Manchester Pet Jule 27
Ord July 31
BIOMARDSON, PONTER, AUGED PRINTER
BROWN, FRANCE, Leicher

fract, Fruit Merchants Wakeneld Pet Aug 1 Ord Aug 1 8mox, Faanus Rugerr Powett, Lower Thames st High Court Pet June 26 Ord July 31 8rrsstry, Joss, Rosedale Head Farm, nr Pickering. Yorks, Farmer Scarborough Pet July 31 Ord July 31 Postgraught, Confectioner Postgraught

July 31
Suzer, Ada, Portsmouth, Confectioner Portsmouth Pet
July 31 Ord July 31
Taman, Heney Joseph, Poole, Dorset, Watchmaker Poole
Pet Aug 1 Ord Aug 1
Tottesham, Frederick William Loftus, Montagu pl,
Bryanston sq High Court Pet April 17 Ord July 31
Turner, Isaao, Newcastie on Tyne, Picture Frame Maker
Newcastie on Tyne Pet June 23 Ord July 31
Warser, Austin, and Joseph Carr, Leicester, Builders
Leicester Pet July 31 Ord July 31
Williams, John, and Richard Williams, Port Talbot,
Builders Neath and Aberavon Pet July 8 Ord Aug 1

### London Gasette,-Tuesday, Aug 8.

#### RECEIVING ORDERS.

RECEIVING ORDERS.

BEARD, WILLIAM ANDREW, Penkridge, Stafford, Butcher Stafford Pet Aug 3 Od Aug 3

BINNER, ARTHUR, Leeds, Communical Traveller Leeds Pet Aug 3 Ord Aug 3

BISHOV, ROBERT GRONDE, Willenhall, Staffs, Baker Wolverhampton Pet Aug 3 Od Aug 3

BUNTON, GEORGE, Octonham Park, Wimbledon, Builder Kingston, Surrey Fee July 22 Ord Aug 3

BOXTON, GEORGE, Octonham Park, Wimbledon, Builder Kingston, Surrey Fee July 22 Ord Aug 3

COOK, ADOLFRUS, Harieston, Noriolk, Bricklayer Ipswich Pet Aug 3 Ord Aug 3

CLESTON. Hansay, Wellington, Salop, Grocer Madeley Pet Aug 3 Ord Aug 3

DAVEY, JAMES ALBERT, Wellington, Somerset, Baker Taunton Pet Aug 3 Ord Aug 3

GLENN, ROBERT, Lower Broughton, Salford, Grocer Salford Pet Aug 3 Ord Aug 3

HAUES, JOHN, Oxford, Job Master Oxford Pet Aug 3 Ord Aug 3

HILL, FARD ALBERT, Anslow. Staffs, Wheelwright Burton on Trent Pet July 17 Ord Aug 4

HUGHES, JOSHUA, Llandadho Junction, Grocer Bangor Pet Aug 4 Ord Aug 4

LINDSAY, CHARLES D, George et, Hanover sq., Jeweller High Court Pet July 8 Ord Aug 2

NORPOLK, GEORGE FREDERICK, Westcombe park, Blackheath, Estate Agent Greenwich Pet Aug 4 Ord Aug 4

NORTH, JOHN WILLIAM, Underdiffe, Bradford, Commission Agent Bradford Pet July 20 Ord Aug 3

PILLLIPS, MAURICE, Bishopsgate st Without, Clothier High Court Pet July 31 Ord Aug 3

PROKED, JOSEPH ARFHUS, GRAVE Hole, Royton, Lancs, Pork Butcher Oldham Pet Aug 2 Ord Aug 2

POWELL, OKARLES JAMSS, Loeds, Church Decorator Leeds Pet Aug 2 Ord Aug 3

ROBERTS, MAURICE, Bishopsgate st Without, Clothier High Court Pet July 31 Ord Aug 3

ROBERTS, MAURICE, Bishopsgate st Without, Clothier High Court Pet July 30 Ord Aug 3

ROBERTS, MAURICE, Bishopsgate st Without, Clothier High Court Pet July 31 Ord Aug 3

ROBERTS, MAURICE, Bishopsgate st Without, Clothier Pet Puly 15 Ord Aug 3

ROBERTS, MAURICE, Bishopsgate st Without, Clothier Pet July 31 Ord Aug 3

ROBERTS, MAURICE, Bishopsgate st Without, Clothier Pet July 31 Ord Aug 3

ROBERTS, DAVID DONALD, Shop Nowydd, Newmarket, Flint, General Draper Chester Pet July 1

RUSSAMEN, W O, Greeham house, Old Broad at, Merchant High Court Pet June 15 Ord Aug 3

SHAND, GROSOF ALEXANDER, Halton, Hastings, Plasterer Hastings Pet Aug 4 Ord Aug 4 SHITH, CHARLES ARTHUR, Bedford, Confectioner Bedford Pet Aug 4 Ord Aug 4 SHITH, JOHN GROSOF, Colchester, Builder Colchester Pet Aug 3 Ord Aug 3

Aug 3 Ord Aug 3
THENTON, JOHN, New Hutton, Westmorland, Farmer Kendal Pet Aug 3 Ord Aug 3
THOMAS, HENDERT, Bristol, Licensed Victualier Bristol
Pet July 26 Ord Aug 4
TIMBLE, JOHN, and WRIGHT TIMBLE, Failsworth, Lance,
Shoeing Smiths Oldham Pet July 4 Ord Aug 2
WALKER, ARTHUR, Sileby, Leicester, Bricklayer Leicester
Pet Aug 4 Ord Aug 4
WOOLM, MAURICE, Nether Edge, Sheffield, Fine Art Dealer
cheffield Pet Aug 4 Ord Aug 4
WORKMAN, Georoe, Whitehall Park rd, Chiswick, Laundryman High Court Pet July 4 Ord Aug 3

#### FIRST MEETINGS.

AMOTT, SYDNEY HEAREST, Sparkhill, Worcester Aug 16 at 11 191, Corporation st. Birmingham Anousz, I., Glemsford, Suffolk, Farmer Aug 17 at 11 Cups Hotel, Oulchester

11. 191, Corporation st. Birmingham
Anoren, L., Glemsford, Suffolk, Farmer Aug 17 at 11 Cups
Hotel, Colchester
Arkinson, Herbert, Freshford, nr Bath, Stationer Aug 16
at 12 Off Rec. 28, Baldwin st, Bristol
Binner, Render, Commercial Traveller Aug 17 at
12 Off Rec. 22 Park row, Leeds
Brows, Freder, Station, Bristol, Builder Aug 16 at
12.15 Off Rec. 28, Baldwin st, Bristol
Burdert, Edward, Leiesster
Care, Frank, Totterdown, Bristol, Greengrooer Aug 16 at
12.15 Off Rec. 28, Baldwin st, Bristol
Gundert, Borridge st, Leiesster
Care, Frank, Totterdown, Bristol, Greengrooer Aug 16 at
11.45 Off Rec. 28, Baldwin st, Bristol
Cundentwand, Alders, Schlust et al, South Norwood
Aug
17 at 11.30 24, Bailway app, London Bridge
Connos, John Thomas, Hunslet, Leeds Aug 17 at 11 Off
Rec. 29, Park row, Leeds
Cook, Adolerus, Harleston, Norfolk, Builder Aug 18 at
2.30 Off Rec. 36, Frinces st, Ipswich
Corsin, E R 28 of Claux, Beckenham, Doctor of Medicine
Aug 18 at 12 30 Windhester House, Old Broad st
Cooks, Fraderick John, Beckenham, Doctor of Medicine
Aug 18 at 12 30 Windhester House, Old Broad st
Cooks, Fraderick John, Britingham, Egg Dealer Aug 17
at 11 191, Corporation st, Birmingham, Egg Dealer
Aug 17 at 12 30 24, Bailway app, London Bridge
Parsen, Arthur H, North Holmwood Common, Dorking
Aug 17 at 12 30 24, Bailway app, London Bridge
Parsen, Hondon Bridge
Holder, Walter William, Whitchurch, Southampton,
Baker Aug 17 at 1.15 Off Rec, City chmbes, Catherine
st, Salisbury
Honewood, Groode Frederick, Leigh on Sea, Resex,
Licensed Victualler Aug 16 at 12 Shirehall, Chelmaford
at 11 191, Corporation st, Birmingham, Trunk Maker Aug 18
at 11 191, Corporation st, Birmingham
Trunk Maker Aug 18
at 11 191, Corporation st, Birmingham

Licensed Victualler Aug 16 at 12 Shireball, Chelmaford
HUTCHINER, ERANUEL, Birmingham, Trunk Maker Aug 18
at 11 191, Corporation et, Sirmingham
JONES, ALPRED ALBERT, Abestillery, Mon, Fitter Aug 16
at 12 135, High et, Merthyr Tyddil
JORES, EDWARD, Maidonhead Aug 17 at 12 14, Bedford row
Kell, Thoustroy, South Shields, Bricklayer Aug 16 at 11
Off Rec, 30, Mosley et, Newcastle on Tyne
KNOWLES, WILLIAM PLENDERLEITH, Tweetmouth, Morthumberland, Licensed Victualier Aug 16 at 11.30 Off
Rec, 30, Mosley et, Newcastle on Tyne
LERO, MATTHEW, Levestock Green, Herts, Publican Aug
16 at 12 Off Rec, 14, Bedford row
LOXTON, CHARLES SPAON, Cliffon, Bristol, Architect Aug
16 at 11.30 Off Rec, 28, Saldwin et, Bristol
MCCLUER, SAMUEL ROBINSON, HOlt, Deabigh, Grocer Aug
16 at 12 Crypt chmbrs, Eastgate row, Chester
PLANSON, GEORGE WALTER CASP, Kingston upon Hull,
CONTRECTOR AUG 16 at 11 Off Rec, Trinity House In,
Hull
PERKEN DAVID WALTER, Edgbaston, Birmingham, Com-

Perison, Grober Walter Case, Kingston upon Hull, Contrator Aug 16 at 11 Off Reo, Trinity House In, Hull Perkis, David Walter, Edgbaston, Birmingham, Commercial Traveller Aug 17 at 12 191, Corporation at, Birmingham
PHILLIPS, MAURICE, Bishopsgrate at Without, Clothier Aug 17 at 11 Bankruptoy bldgs, Carey at PHILLIPS, WILLIAM ARTHUR, Tonypandy, Glam, Mercer Aug 18 at 12 133, High at, Morthyr Tydfil PITCHER, WILLIAM WATLING, Norwich, Carpenter Aug 16 at 12 Off Rec, 8, King at, Morwich Powell, Charles James, Leeds, Church Decorator Aug 17 at 11.30 Off Rec, 22, Park row, Leeds Reid, David, Kingston upon Hull, Estate Agent Aug 16 at 13.0 Off Rec, 27, Park row, Leeds Reid, David, Kingston upon Hull, Estate Agent Aug 16 at 13.0 Off Rec, Printity House in, Hull Romers, Alprand, Billiter sq bldgs, Larey at 11 off Rec, Bankruptoy bldgs, Carey at Saudenses, H T. Little Clacton Aug 17 at 11.15 Cups Hotel, Colchoster Surin, Charles, Downham Market, Norfolk, Carriage Builder Aug 16 at 12.30 Off Rec, 3, Ring at, Norwich Surin, John Grobos, Colchester, Builder Aug 17 at 11.30 Cups Hotel, Colchoster Sprin, Charles, Downham Market, Norfolk, Carriage Builder Aug 16 at 12.30 Off Rec, 3, Berting, Yorks, Stseetworks Labourer Aug 28 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
Underwood, Alprand Grobos, Cardiff, Meat Salesman Aug 17 at 11 117, St Mary et, Cardiff Walken, Anythur, Silby, Leicester, Bricklayer Aug 17 at 11 117, St Mary et, Cardiff Walken, Anythur, Silby, Leicester, Bricklayer Aug 17 at 3 10 117, St Mary et, Cardiff Walken, Anythur, Silby, Leicester, Bricklayer Aug 17 at 3 10 117, St Mary et, Cardiff Walken, Anythur, Silby, Leicester, Bricklayer Aug 17 at 11 117, St Mary et, Cardiff Walken, Anythur, Silby, Leicester, Bricklayer Aug 17 at 11 117, St Mary et, Cardiff Walken, Anythur, Silby, Leicester, Bricklayer Aug 17 at 11 117, St Mary et, Cardiff Walken, Anythur, Silby, Leicester, Bricklayer Aug 17 at 11 117, St Mary et, Cardiff Walken, Anythur, Silby, Leicester, Bricklayer Aug 17 at 11 117, St Mary et, Cardiff Walken,

Amended notice substituted for that published in the London Gazette of July 28: GREEN, CATHERINE TIMPERIEY, Bournemouth, Apartmen House Proprietress Aug 8 at 3 30 Off Rec, Midlan-Bank chmbre, High st, Southempton

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#### ADJUDICATIONS.

ADJUDICATIONS.

Brand, William Andrew, Penkridge, Stafford, Butcher Stafford Pet Aug 3 Ord Aug 3

Binner, Arthur, Leeds, Commercial Traveller Leeds Pet Aug 3 Ord Aug 3

Bishor, Robert Gronce, Willenhall, Staffs, Baker Wolverhampton Pet Aug 3 Ord Aug 3

Clerton, Henner, Wellington, Salop, Grocer Madeley Pet Aug 3 Ord Aug 3

Cook, Adoleruus, Harleston, Norfolk, Bricklayer Ipswich Pet Aug 3 Ord Aug 3

Davey, James Alebert, Wellington, Somerset, Baker Tunnton Pet Aug 3 Ord Aug 3

Gardner, Ferderick Stephers, High st, Tooting, Bootmaker Wandsworth Pet July 10 Ord Aug 3

Gleins, Robert, Lower Broughton, Salford, Grocer Salford Pet Aug 3 Ord Aug 3

Hannis, Edwand, Croydon Croydon Pet July 3 Ord Aug 3

Hannis, Edwand, Croydon Croydon Pet July 3 Ord Aug 3

Homes, Joshu, Oxford, Job Master Oxford Pet Aug 3 Ord Aug 3

Houses, Joshua, Llandudao Junction, Grocer Bangor Pet Aug 4 Ord Aug 4

Ord Aug 3

HUGHES, JOSHUA, Llanduduo Junction, Grocer Bangor

Pet Aug 4 Ord Aug 4

King, Groose, Senghenydd, Glam, Painter Pontypridd

Pet Aug 4 Ord Aug 4

King, William, Brighton Brighton Pet July 20 Ord

Aug 3

Aug 3

Aug 3
LOWREY, DAVID ALEXANDER, Newcastle on Tyne, Fish
Dealer Newcastle on Tyne Pet July 3 Ord Aug 2
Norrotx, Gronge Farderick, Westcombe park, Blackheath, Estate Agent Greenwich Pet Aug 4 Ord

NORFOLK, GROBGE FARDERICK, Westcombe park, Black-heath, Estate Agent Greenwich Pet Aug 4 Ord Aug 4
PHILLIPS, WILLIAM ARTHUR, Tonypandy, Glam, Gentlemen's Mercer Pontypridd Pet Aug 2 Ord Aug 2
PICKUP, JOSEPH ARTHUR, ROYON, Lancs, Pork Butcher Oldham Pet Aug 2 Ord Aug 2
POWELL, CHABLES JAHES, Leeds, Church Decorator Leeds
Pet Aug 2 Ord Aug 2
ROSSITER, ROBERT GROBGE, Bruton, Somerset, Boot Dealer
Yeovil Pet June 20 Ord Aug 2
ROW, ROBERT TROMAS, Badingham, Suffolk, Farmer
Ipswich Pet July 21 Ord Aug 3
SUNTO, GRORGE ALEXANDER, Halton, Hastings, Plasterer
Hastings Pet Aug 4 Ord Aug 4
SMITH, CHABLES ANTHUS, Bedford, Confectioner Bedford
Pet Aug 4 Ord Aug 4
SMITH, JOHN GROBGE, Colchester, Builder Colchester Pet
Aug 3 Ord Aug 3
SUTTON, JOSEPH, Eastbourne, Grocer Lewes Pet July 31
Ord Aug 4

SUTTON, JOSEPH, Eastbourne, Grocer Lewes Pet July 31
Ord Aug 4
THEXTON, JOHN, New Hutton, Westmorland, Farmer
Kendal Pet Aug 3 Ord Aug 3
TOW, LUCK, and LEONARD THOMAS RICHES, Windsor, Boot
Retailers Windsor Pet July 7 Ord Aug 1
WALKER, BATHUR, Sileby, Leicester, Bricklayer Leicester
Pet Aug 4 Ord Aug 4
WOOLP, MAURICE, Sheffield, Fine Art Dealer Sheffield Pet
Aug 4 Ord Aug 4
WYNDHAM, EDWARD, HOVE, SUSSEX Brighton Pet May 23
Ord Aug 3

Ord Aug 3

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